

AGREEMENT OF SALE

THIS AGREEMENT made this 7<sup>th</sup> day of March, 1975, by and between THE ANDREW JERGENS COMPANY, a corporation of the State of Delaware, with its principal office at 2535 Spring Grove Avenue, Cincinnati, Ohio 45214, hereinafter sometimes referred to as the "Seller" and HOFFMANN-LA ROCHE, INC., a corporation of the State of New Jersey, having an office in Nutley, New Jersey, hereinafter sometimes referred to as the "Buyer",

W I T N E S S E T H :

1. Seller, for and in consideration of the sum of Three Million Dollars (\$3,000,000.00) to be paid and satisfied as hereinafter set forth, and also in consideration of the covenants and agreements hereinafter contained, made and entered into by the Buyer, agrees to and with the Buyer that Seller will convey to the Buyer by Deed of Bargain and Sale with Covenants Against Grantor's Acts free from all encumbrances except as hereinafter set forth on or before March 31, 1975, all those tracts of land situate in the Township of Belleville, New Jersey and more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes referred to as the "Premises" together with all equipment and other personal property located on the Premises, except as hereinafter provided.

2. Subject to the conditions herein contained, Buyer covenants, promises and agrees to and with the Seller that Buyer will pay and satisfy or cause to be

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paid and satisfied unto the Seller the aforesaid purchase price of Three Million Dollars (\$3,000,000.00) in the following manner:

(a) By payment heretofore made: \$ 30,000.00

(b) On execution and delivery of this Agreement receipt of which, subject to collection, is hereby acknowledged: 270,000.00

(c) On delivery of the Deed as herein provided by bank cashier's check, payable to the direct order of Seller, as payee, and drawn on a bank that is a member of the New York Clearing House Association: 2,700,000.00  
Total Purchase Price: \$3,000,000.00

3. The closing of title, delivery of deed and payment of the consideration therefor (the "Closing") shall be made and delivered at the offices of Messrs. Stryker, Tams & Dill, 33 Washington Street, Suite 1600, Newark, New Jersey 07102, at 11 o'clock in the forenoon on March 31, 1975, or at such other place, date or time as the parties hereto may agree upon in writing.

4. At the Closing, Seller will deliver to Buyer, against payment of the balance of the purchase price as herein provided, a Bargain and Sale Deed with Covenants Against Grantor's Acts in proper form for recording, conveying to Buyer good and marketable title subject to the exceptions listed on Schedule "B" annexed hereto. At the Closing Seller shall deliver to Buyer, in addition

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to the deed, such affidavit of title as reasonably may be required by Buyer or Buyer's title insurance company, a certified copy of Seller's Corporate Resolution to sell, Certificate of Good Standing and Solvency of Seller, and such evidence as may reasonably be required to evidence that Seller has performed its undertaking and that the person or persons executing the deed are fully authorized to act on behalf of Seller.

5. (A) If Seller is unable to deliver to Buyer a deed conveying a good and marketable title to the Premises free of exceptions other than those referred to in paragraph 4 of this Agreement, which are not waived in writing by Buyer, then Seller shall pay to Buyer all sums paid on account of the purchase price, together with Buyer's reasonable search and survey expenses which shall not exceed \$5,000.00, upon receipt of such sums the Agreement shall terminate and thereafter neither party shall have any claim against the other by reason of this Agreement.

(B) If Buyer's obligation to purchase the Premises has not been terminated as herein provided and at the Closing Seller is ready and able to deliver a deed conveying the title to the Premises as herein provided, insurable by New Jersey Realty Title Insurance Company, but Buyer refuses to accept the deed, Seller shall have the right to retain the amount paid by Buyer as provided in subsection (a) and (b) of paragraph 2 hereof, as liquidated damages and thereafter neither party shall have any claim against the other by reason of this Agreement.

(C) If Seller is able to deliver to Buyer a deed conveying a good and marketable title to the Premises free

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of exceptions other than those referred to in paragraph 4 of this Agreement, which are not waived in writing by Buyer, but Seller refuses to do so, then Seller shall (i) return to Buyer all sums paid on account of the purchase price and (ii) pay to Buyer the sum of \$300,000.00 as liquidated damages and thereafter neither party shall have any claim against the other by reason of this Agreement. Nothing in this sub-paragraph (c) or any other provision of this Agreement shall require Seller to take any unreasonably costly, or burdensome steps or action to eliminate any exceptions to title.

6. Real estate taxes, water and sewer charges, and other current charges, if any, shall be apportioned and allowed as of the Closing, the Seller to pay or allow a credit against the purchase price for all such taxes and charges assessed against the Premises for the period prior to the Closing and the Buyer to assume the responsibility for payment of such taxes and charges for the period on and after the Closing.

7. Seller shall allow a credit against the purchase price in favor of the Buyer in the amount of the realty transfer fee payable upon recording of the deed which, under N.J.S.A. 46:157, is imposed upon grantors. All searches, title insurance and other conveyancing expenses shall be paid by the Buyer, provided that Buyer shall not be responsible for the cost, if any, of removing exceptions to title.

8. If at the time of the delivery of the deed the Premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in installments of which the first installment is then due or has been paid, then for the purposes of this Agreement all the unpaid installments of

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any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Seller upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by the Seller on account of the purchase price if the improvement or work has been completed on or prior to the Closing.

9. In the event that prior to the Closing any proceedings are instituted to take any portion of the Premises by any authority having power to take property by the exercise of the power of eminent domain and (a) such taking is along the line of Franklin Avenue or Mill Street for street widening or public utility purposes and would have a materially adverse effect on the use to which the Buyer proposes to put the Premises or (b) such taking is otherwise than along the line of Franklin Avenue or Mill Street for street widening or public utility purposes, then Buyer shall have the right to terminate its obligation to purchase the Premises by sending written notice thereof to the Seller. Thereafter, Seller shall return to Buyer all sums paid on account of this Agreement and thereafter this Agreement shall terminate and neither party shall have any claim against the other by reason of this Agreement. In the event that such proposed condemnation is along the line of Franklin Avenue or Mill Street for street widening or public utility purposes, and would not materially interfere with Buyer's proposed use of the Premises or in the event Buyer shall not exercise its right to terminate this Agreement as

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in this paragraph provided, then and in that event, Buyer shall be entitled to any and all proceeds paid for the portion of the Premises so taken and the purchase price shall not be diminished. Seller represents that it is not aware of any proposed or pending condemnation proceeding.

10. This Agreement includes all fixtures permanently attached to the building or buildings on the Premises and appurtenances thereto and all personal property located therein, except for all such fixtures and personal property as are described in Exhibit "C" attached hereto and made part hereof, which fixtures and personal property are to be removed by the Seller from the Premises prior to April 15, 1975, provided that Buyer shall not be responsible for the loss or destruction of any such personal property after the Closing. Seller shall be responsible for the repair and restoration of any bearing wall breached in the course of removing any such fixtures or personal property. Seller shall not be responsible for the repair or restoration of any ceiling or floor or non-bearing walls.

11. Buyer shall not assign this Agreement without the prior written consent of Seller.

12. Seller will, at the Closing, assign to Buyer all Seller's right, title and interest, if any, to and in any and all leases or agreements relating to the railroad siding connecting the Premises with the Erie-Lackawanna Railroad to the extent such leases and agreements permit such assignments. Buyer will take all such action as may be necessary to secure any consents necessary for such assignment and Seller agrees to cooperate with Buyer in securing such consents. The Buyer agrees to accept any assignment and to perform the terms and conditions of any such leases and agreements from and after the date of Closing. In the event that all the necessary consents to assignment shall not

have been obtained prior to the Closing, Buyer will to the fullest extent allowed by law from and after the Closing, perform the obligations of Seller under any such leases and agreements and Seller will continue its cooperation with Buyer in securing such consents, making the assignments herein contemplated or terminating any such leases or agreement as the case may be, all in accordance with any reasonable written requests which Buyer may make to Seller in connection therewith. Buyer hereby agrees to indemnify, defend and save and hold harmless Seller from and against any and all claims, damages, judgments, costs and expenses (including, but not limited to, reasonable attorneys fees) incurred by or on behalf of Seller and which arise in whole or in part from Buyer's performance, pursuant to an assignment or otherwise, of the terms and conditions of such leases and agreements, (including negligent performance or non-performance of the terms and conditions of such leases and agreements). Seller represents that no claim is being made against it in connection with or by reason of the said railroad siding or on any lease or agreement relating thereto. This Paragraph 12 shall survive the Closing.

13. The parties hereto recognize that Evans-Pitcairn Corporation, 45 Rockefeller Plaza, New York, New York was the broker who negotiated the sale of the Premises and Seller agrees to pay to said broker a commission in accordance with a separate agreement. This Agreement is entered into by the parties in reliance on their mutual representations that to the best knowledge and belief of each no broker or agent other than Evans-Pitcairn Corporation brought the Premises to Buyer's attention or was in any way a procuring cause of this sale and purchase.

14. This Agreement is entered into with full knowledge

by the parties as to the land and buildings on the same and the fixtures and personal property contained therein and not upon any representations or warranties made or furnished to Buyer by any broker, agent, employee or other person representing or purporting to represent Seller which are not expressly set forth herein. Buyer acknowledges that it has inspected the Premises and its contents and is familiar with the physical condition thereof. The subject Premises and appurtenances thereon and personal property therein are conveyed "as is" without representation of any nature as to zoning, permitted uses, character or quality.

15. If prior to the Closing any of the buildings, fixtures or personal property on the Premises shall suffer any loss or damage for any reason or of any nature, including fire or other casualty then (i) if the cost of repairing or restoring such loss or damage is \$150,000 or less then Seller at its option shall (a) repair or replace such damage or loss or (b) reduce the purchase price by the sum necessary to repair or restore such damage or loss, or (ii) if the cost of repairing or restoring such damage or loss is more than \$150,000 then (a) Seller shall repair or replace such damage or loss and the closing date shall be extended to a date not later than May 31, 1975 to permit such repair or replacement or (b) if Seller elects not to make such restoration and repair Seller may offer in writing to Buyer to reduce the purchase price of the Premises by the amount necessary to make such replacement or repair and Buyer may elect in writing to (x) accept said reduction in the purchase price in which event the closing shall take place as in this Agreement contemplated or (y) Buyer may terminate its obligation to purchase the Premises and Seller shall return to Buyer all sums paid on account of the purchase price and thereafter neither party shall have any claim against the other by reason of this Agreement.

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16. The sums paid by Buyer on account of the purchase price shall be deposited in an interest-bearing account. In the event that such sums are returned to Buyer as in this Agreement provided Buyer shall be entitled to all interest earned thereon. In the event that for reasons not reasonably within the control of Seller the Closing shall not take place until after May 1, 1975 then Buyer shall be entitled to a credit against the purchase price in the amount of the interest accruing on the account from May 1, 1975 to the date of Closing. In all other cases Seller shall be entitled to all of the interest accruing on the said account.

17. Buyer shall be entitled to possession of the Premises from and after the closing. The Premises are not now and will not at the time of closing be subject to any lease.

18. Any notice or communication from Buyer to Seller may be validly given by mailing the same by registered or certified mail addressed to Seller c/o Daniel F. Cahalane, Director - Corporate Insurance - Real Estate - American Brands, Inc., 245 Park Avenue, New York, New York with a copy thereof to Harry L. West, Esq., Chadbourne, Park, Whiteside & Wolff, 30 Rockefeller Plaza, New York, New York and Edward N. Lippincott, Esq., Stryker, Tams & Dill, 33 Washington Street, Newark, New Jersey, or such other address as Seller may designate for such purpose by written communication given to Buyer as herein provided. Any communication hereunder from Seller to Buyer may be validly given by mailing the same by registered or certified mail addressed to Buyer at Nutley, New Jersey 07110, Attention Joseph W. McCormick, Esq., Senior Attorney, with a carbon copy thereof to Ralph N. Del Deo, Esq., Crummy, Del Deo, Dolan & Purcell, Gateway I, Newark, New Jersey 07102, or at such other address as Buyer may designate for such purpose by a written communication given to Seller as herein provided. When given as aforesaid, the notice

or communication shall be deemed to have been given when mailed except for communications changing the address to which notices or communication are to be mailed which communications shall not be deemed to have been given until received by the other party.

19. This Agreement contains the entire agreement of the parties with respect to the transaction contemplated hereby. No change, modification or waiver of any provision of this Agreement shall be effective unless it is in writing and is signed on behalf of both parties hereto. This Agreement shall be governed by and construed according to the laws of the State of New Jersey.

20. In the event that a survey of the Premises made by a licensed surveyor satisfactory to New Jersey Realty Title Insurance Company, which survey is to be made at the sole cost and expense of Buyer, shall disclose acreage of less than 22.3 acres then the purchase price shall be reduced by an amount equal to the fair market value per acre times the number of acres by which the actual acreage is less than 22.3. If the actual acreage shown on said survey is greater than 24.3 then the purchase price shall be increased by an amount equal to the fair market value per acre times the number of acres by which the actual acreage exceeds 24.3 acres. In the event that Buyer shall obtain a new survey of the Premises as referred to in this paragraph, and if Buyer so requests, the description in the deed shall be in accordance with such new survey.

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21. This Agreement shall extend to and be binding upon and inure to the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

THE ANDREW JERGENS COMPANY

By John F. Walrath  
John F. Walrath, Chairman of  
the Board

HOFFMANN-LA ROCHE INC.

By Joseph Weber  
Joseph Weber, Ph.D, Vice President  
Technical Services & Corporate Facilities

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DESCRIPTION

TRACT 1

\* BEGINNING at a monument in the easterly line of the towpath of the Morris Canal, which monument is at the beginning of the fifth course of the first tract in deeds to The Andrew Jergens Company, a corporation of Ohio, which deeds are recorded in Book E97 of Deeds for Essex County, on pages 203 to 208 to 213 and from the said point of beginning running along the fifth, sixth, seventh and eighth courses respectively, as set forth in the aforesaid deeds to The Andrew Jergens Company, as follows: north fifty-six (56) degrees five (5) minutes thirty (30) seconds east one hundred fifty-four feet and fifty-seven hundredths of a foot (154.58') to a point, north thirty-three (33) degrees thirty (30) minutes east six feet and eighty five hundredths of a foot (6.85') to a monument; north thirty-three (33) degrees fifty-four (54) minutes thirty (30) seconds west one hundred forty-eight feet and fifty-four hundredths of a foot (148.54') to a monument; south fifty-eight (58) degrees fifty-five (55) minutes thirty (30) seconds west one hundred forty-seven feet and thirty hundredths of a foot (147.30') to a monument in the aforesaid easterly line of the towpath of the Morris Canal, which monument is at the end of the aforesaid eighth course of the said deeds to The Andrew Jergens Company; thence along the easterly line of said towpath of said Canal south twenty-eight (28) degrees fifty-seven (57) minutes east one hundred fifty-nine feet and six hundredths of a foot (159.06') to the point or place of BEGINNING.

Contd.,

TRACT 2:

Description C

Beginning at a point in the center line of Mill Street where the same would be intersected by the northerly line of lands conveyed to the Essex County Park Commission by deed recorded June 13, 1924 in Book E-70 of Deeds for Essex County, page 469, if said northerly line were extended northeasterly thence to and along the said line of lands conveyed to the Essex County Park Commission South seventy-nine (79) degrees thirty-one (31) minutes thirty (30) seconds East two hundred eleven feet and twenty hundredths of a foot (211.20') to an old monument; thence still along said lands South forty-nine (49) degrees twenty-six (26) minutes East seven hundred twenty feet and forty hundredths of a foot (720.40') to an angle therein; thence still along same South thirty-three (33) degrees thirty (30) minutes East five hundred nine feet and forty-one one-hundredths of a foot (509.41') to an old monument in the East line of the towpath of the Morris Canal; thence along same North forty-two (42) degrees fifty-seven (57) minutes thirty (30) seconds East sixty-one feet and eight hundredths of a foot (61.08') to a point in the southerly line of land conveyed to Peter Lyles by deed recorded in Book E-6 of Deeds for Essex County, page 138; thence along the southerly line of said Lyles North fifty-six (56) degrees five (05) minutes thirty (30) seconds East one hundred fifty-four feet and fifty-seven hundredths of a foot (154.57') to a point in the third corner above of premises herein described; thence along same North thirty-three (33) degrees thirty (30) minutes East six feet and eighty-five hundredths of a foot (6.85') to a monument in the Easterly line of lands of said Lyles; thence along same North thirty-three (33) degrees fifty-four (54) minutes thirty (30) seconds East one hundred forty-eight feet and fifty-four hundredths of a foot (148.54') to a monument in the northerly line of Lyles; thence along same South fifty-eight (58) degrees fifty-five (55) minutes thirty (30) seconds East one hundred forty-seven feet and thirty hundredths of a foot (147.30') to a point in the Easterly line of the towpath of the Morris Canal; thence along the same the following twelve courses: North nineteen (19) degrees one (01) minute thirty (30) seconds East one hundred ninety-three feet (193'), North fifteen (15) degrees fifty (50) minutes thirty (30) seconds East one hundred feet (100'), North twelve (12) degrees sixteen (16) minutes thirty (30) seconds East one hundred feet (100'), North seven (07) degrees seventeen (17) minutes thirty (30) seconds East one hundred fifty feet (150'), North one (01) degree thirty-nine (39) minutes East three hundred feet (300'), North four (04) degrees twenty (20) minutes East fifty feet (50'), North eight (08) degrees fifty-four (54) minutes East fifty feet (50'), North thirteen (13) degrees twelve (12) minutes East fifty feet (50'), North twenty-three (23) degrees nine (09) minutes East fifty feet (50'), North twenty-eight (28) degrees twenty-eight (28) minutes East fifty feet (50'), North thirty-five (35) degrees eight (08) minutes East one hundred fifty feet (150'), North twenty (20) degrees forty-two (42) minutes East one hundred forty-four feet and ninety-eight hundredths of a foot (144.98') to the northeasterly line of the cobb lot conveyed to Uriah B. Strickland and others by deed recorded in Book E-10 of Deeds for Essex County, page 69; thence along the same South fifty-three (53) degrees East eighty-five feet (85') to the northeasterly line of Montgomery Place, thirty-three feet (33') side; thence South forty (40) degrees West along the said northeasterly line of Montgomery Place, thirty-three feet (33') side, one hundred forty-one feet and twenty-four hundredths of a foot (141.24') to the lands of the party of the first part; thence along the same South fifty (50) degrees three (03) minutes thirty (30) seconds East one hundred thirteen feet (113') to a monument in said land at the intersection of the rear line of lots fronting on Montgomery Place; thence along said rear line of lots fronting on the Southeastern side of Montgomery Place North forty-six (46) degrees thirty-three (33) minutes East three hundred ninety-three feet and seventy-eight hundredths of a foot (393.78') to the Southeastern line of lands conveyed by Mary Moore to George Barnett and wife, by deed recorded on June 25, 1918, in Book E-6 of Deeds for Essex County, page 396; thence along the same South forty-eight (48) degrees forty (40) minutes East twenty-eight feet and three hundredths of a foot (28.03') to a monument; thence along the Southeastern line of said land North forty (40) degrees forty-six (46) minutes East one hundred ninety-four feet and seventy-five hundredths of a foot (194.75') to the Southeastern side of Mill Street; thence along the same South fifty-four (54) degrees two (02) minutes East one hundred forty-eight feet and forty-six hundredths of a foot (148.46') to an angle therein; thence still along the aforesaid Southeastern side of Mill Street South fifty-six (56) degrees thirty (30) minutes East one hundred twenty-seven feet and thirty-nine hundredths of a foot (127.39') to the Southeastern line of lands conveyed by Edmund A. Moore to Edmund Henricks, by deed recorded in Book E-27 of Deeds for Essex County, page 225; thence along the same extended, North forty-six (46) degrees five (05) minutes East twenty-six feet and eighty-seven hundredths of a foot (26.87') to a point in the center line of Mill Street; thence along the same South thirty-nine (39) degrees thirty-three (33) minutes East one hundred sixty-six feet and thirty-seven hundredths of a foot (166.37') to an angle therein; thence still along said center line of Mill Street South thirteen (13) degrees sixteen (16) minutes East three hundred ninety-eight feet and forty hundredths of a foot (398.40') to an angle therein; thence still along the same South twenty-one (21) degrees forty-three (43) minutes East seventy-six feet (76') to an angle therein; thence still along the same South thirty-nine (39) degrees twenty-nine (29) minutes East one hundred eleven feet and twelve hundredths of a foot (111.12') to the place of BEGINNING.

Description Contd.

TRACT 3:

BEGINNING at a point in the westerly line of Franklin Avenue formerly North Sixth Street; Franklin Avenue extension where the same is intersected by the dividing line between lands of The Andrew Jergens Company and lands of The Essex County Park Commission, which point is distant one thousand one hundred fifty-nine feet and one one-hundredths of a foot (1159.01') southerly from the present westerly line of Mill Street measured along the various courses of the aforesaid Franklin Avenue thereof; and from thence running (1) along the aforementioned dividing line south thirty-three (33) degrees thirty (30) minutes west one hundred sixty-seven feet and seventy-one one-hundredths of a foot (167.71') to a point in the northwesterly line of the Morris Canal as described in Deed from Harman W. Hendricks to the Essex County Park Commission, recorded in Book E-70 page 469; thence (2) along said Canal south forty-nine (49) degrees fifty-six (56) minutes east eight feet and fifteen one-hundredths of a foot (8.15'); thence (3) still along the same south forty-seven (47) degrees thirty-two (32) minutes forty-five (45) seconds east fifty feet (50'); thence (4) still along the same south seventy-five (75) degrees twenty-eight (28) minutes forty-three (43) seconds east fifty-four feet and forty-nine one-hundredths of a foot (54.49') to the aforesaid westerly line of Franklin Avenue; thence (5) along the same in a northerly direction on a curve to the right with a radius of six hundred seventy-one feet and twenty-seven one-hundredths of a foot (671.27'), a distance of one hundred ninety-three feet and eighteen one-hundredths of a foot (193.18') to the point and place of BEGINNING.

TRACT 4:

BEGINNING at the southeasterly corner of Mill Street and Montgomery Place as the said streets are shown on a survey herein after referred to; and from thence running (1) along the most southerly line of Mill Street south fifty-six (56) degrees forty (40) minutes east six feet and eighty-two hundredths of a foot (6.82') to an angle in said Street; thence (2) still along the said line of Mill Street south fifty-four (54) degrees two (02) minutes east ninety-eight feet and nineteen hundredths of a foot (98.19') to a monument shown on said survey; thence (3) south thirty-seven (37) degrees forty-eight (48) minutes west one hundred ninety feet and two hundredths of a foot (190.02'); thence (4) north forty-eight (48) degrees fifty (50) minutes west one hundred twelve feet (112') to the most easterly line of Montgomery Place; thence (5) along the said line of Montgomery Place north forty (40) degrees east one hundred seventy-nine feet and ninety-one one-hundredths of a foot (179.91') to the said line of Mill Street and the point and place of BEGINNING.

Description Contd.,

Exception out of the second tract herein, the following described lands and premises which were conveyed to the Town of Belleville by deed recorded in Deed Book C.95 at page 207, more particularly described as follows:

BEGINNING on southwest line of Mill Street at a point distant 421.4ft. southwest from intersection of southwest line of Mill Street and southeast line of Montgomery Place; thence

- (1) Along southwest line of Mill Street south 56 degrees 33 minutes east 13.2ft. to an angle; thence
- (2) Still along same south 60 degrees 33 minutes east 92.3ft. to a point formed by the intersection of Mill Street with the east line of Mill Street proposed; thence
- (3) Along east line of Mill Street proposed on curve with radius 450ft. curving to the right for a distance of 41.60ft. to point of tangency; thence
- (4) Still along east line of Mill Street proposed south 13 degrees 16 minutes east 418.98ft. to northwest line of North 6th Street extension proposed (80ft. in width); thence
- (5) Along northwest line of North 6th Street extension proposed south 49 degrees 26 minutes west 56.27ft. to west line of Mill Street proposed; thence
- (6) Along west line of Mill Street proposed north 13 degrees 16 minutes west 444.79ft. to point of curve; thence
- (7) Along west line of Mill Street proposed on a curve with radius of 150ft. curving to the left for a distance of 113.18ft. to point of tangency in southwest side of Mill Street and BEGINNING.

Further excepting thereout and therefrom the following described lands and premises which were conveyed to the County of Essex by Deed recorded in Deed Book L.95 page 349, more particularly described as follows:

BEGINNING at a point in west line of Mill Street where same is intersected by north line of lands conveyed to the Essex County Park Commission by deed recorded June 13, 1924 in Book E.70 page 469; thence running

- (1) Along said line of lands conveyed to the Essex County Park Commission south 79 degrees 31 minutes 30 seconds west 182.61ft. to an old monument; thence
- (2) Still along said lands south 49 degrees 26 minutes west 720.40ft. to an angle therein; thence
- (3) Still along same south 33 degrees 30 minutes west 341.79ft. to proposed new west line of North 6th Street - Franklin Avenue extension; thence
- (4) Along said proposed new line northerly on an arc of a curve curving to the right on a radius of 671.27ft. for a distance of 494.13ft. to a point of tangency therein, which point is distant 80ft. as measured northwesterly at right angles from second course above described; thence
- (5) Still along said proposed west line running on a course of north 49 degrees 26 minutes east, a part of which course is parallel with aforesaid second course, a distance of 732.08ft. to said line of Mill Street; thence
- (6) Along said line of Mill Street south 21 degrees 43 minutes east 74ft. to an angle therein; thence
- (7) Still along same south 39 degrees 29 minutes east 101.17ft. to point of BEGINNING.

**SCHEDULE B**

**To Agreement of Sale Between  
The Andrew Jergens Company  
and  
Hoffmann-LaRoche, Inc.**

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1. Zoning Ordinances and other governmental regulations.
2. Sub-surface conditions not shown by the public record.
3. Lien of 1975 real estate taxes subject to adjustment as provided in the Agreement.
4. Easement and slope rights as set forth in Deed Book F 95 at Page 474 et seq.
5. Easement set forth in Deed Book 4323 at Page 346.
6. Such facts as an accurate survey would disclose provided that:
  - (a) The survey shows substantially the same premises as are outlined in red on a map entitled "Map of Property Belonging to The Andrew Jergens Co. Located in the Town of Belleville, Essex Co., New Jersey" dated July 20, 1945 and prepared by Borrie & Kreiner, Surveyors, a copy of which has heretofore been delivered to Buyer.
  - (b) There are no material encroachments, overlaps, or encumbrances which would render title unmarketable or would inhibit the use of the Premises for its intended purpose by the Buyer.
  - (c) Note: The parties understand that a small portion of the Premises consisting of approximately one-half (1/2) acre and located at the corner of Mill Street and Montgomery Place is not contiguous to the balance of the Premises.

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**SCHEDULE C**

**To Agreement of Sale Between  
The Andrew Jergens Company  
and  
Hoffmann-LaRoche, Inc.**

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**LIST OF EQUIPMENT  
OF  
THE ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY  
TO BE TRANSFERRED TO  
OTHER PLANTS OR SUBSIDIARIES**

**NOTE: For the convenience of the parties  
Seller has or will cause those items on the  
Premises which are shown on the within list  
to be marked with red tags except for those  
items on the list designated with a double  
asterisk (\*\*), all of which items have been  
or will be labeled with blue tags.**

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SHIPPING INSTRUCTIONS

Shipping Location on  
Equipment List

Complete Shipping Address

A.J. Cincinnati

Andrew Jergens Company  
2535 Spring Grove Avenue  
Cincinnati, Ohio 45214  
Attention: F. X. Pund

Fenton Rigging

Andrew Jergens Company  
C/O The Fenton Rigging Company  
1686 West Street  
Cincinnati, Ohio 45212  
Attention: William Besl

A.J. California

The Andrew Jergens Company  
99 West Verdugo Avenue  
Burbank, California 91502  
Attention: S. M. Shanahan

Verley

Albert Verley and Company  
124 Case Drive  
South Plainfield, New Jersey 07080  
Attention: A. Grogg

SBS

Sugar Beet Products Company  
302 Waller Street  
Saginaw, Michigan 48605  
Attention: E. P. Dornseifer

CBP

Chemical By-Products Company  
23 Racine Road  
Rexdale, Ontario, Canada  
Attention: C. Turner

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SHIPPING AND RECEIVING DEPARTMENTS  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
1793	Electric Stencil Cutter	2300	A.J. Cincinnati		
3286	Portable Scale	2300	A.J. Cincinnati		
	Weber Sten-Mark Model 15	2300	A.J. Cincinnati		
259	One Section of Portable Conveyor	2300	A.J. Cincinnati		
	Signode Strapping Reel and Strapping Equipment	2300	A.J. Cincinnati		
2459	Drum Truck	2300	A.J. Cincinnati		
2928	Shipping Conveyor including Telescopic Conveyor	2300	A.J. Cincinnati		
	Six Table Trucks	2300	A.J. Cincinnati		
	Three Portable Dock Lites	2300	A.J. Cincinnati		
4000	Fork Type Stacker	2300	A.J. Cincinnati		
4001	Charger for above	2300	A.J. Cincinnati		
2923	Reach Fork Truck	2300	A.J. Cincinnati		
	Charger for above	2300	A.J. Cincinnati		
3429	Fork Type Walker	9700	A.J. Cincinnati	Received	
3269	Battery Charger	9700	A.J. Cincinnati	12-23-74	
3270	Yale Lift Truck	9700	A.J. Cincinnati	12-23-74	
	Drum Truck	2300	A.J. Cincinnati		
823	Whiz Recorder	2300	A.J. Cincinnati		
2927	Electric Portable Brow	2300	A.J. Cincinnati		
4111	Stencil Machine	----	CBP		
2703	Battery Charger	----	CBP		
3430	Battery Charger for 3429	9700	A.J. Cincinnati	12-23-74	
	All 43 x 53 Pallets	2300	A.J. Cincinnati		

841280019

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
	Case Counter	2300	A.J. Cincinnati		
2575	Power Sweeper	2300	A.J. Cincinnati		
2702	Raymond Reach Truck	----	CBP		
4136	Yale Worksaver Truck	4600	A.J. Cincinnati		
2548	Charger for Above	4600	A.J. Cincinnati		
1740	Yale Lift Truck	4600	A.J. Cincinnati		
2517	M-G Set	4600	A.J. Cincinnati		
2549	Yale Worksaver	4600	A.J. Cincinnati		
2698	Yale Worksaver	4600	A.J. Cincinnati		
	Pallet Racks **	8200	A.J. Cincinnati		

\*\* The Andrew Jergens Company is willing to sell these items to the building purchaser at book value of items

841280020

COSMETIC MAKING DEPARTMENT EQUIPMENT  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3996	Insulated File	4600	A.J. Cincinnati		
3997	Insulated File	4600	A.J. Cincinnati		
3998	Insulated File	4600	A.J. Cincinnati		
4117	Lightnin' Mixers	4400	A.J. Cincinnati		
4116	Lightnin' Mixers	4400	A.J. Cincinnati		
3387	Lightnin' Mixers	4400	A.J. Cincinnati		
173	Lightnin' Mixers	4400	A.J. Cincinnati		
165	Lightnin' Mixers	3300	A.J. Cincinnati		
120	Lightnin' Mixers	3300	A.J. Cincinnati		
4090	Heat Exchange Including Auxiliary Equipment	7600	A.J. Cincinnati		
4076	Paddle Agitator	4400	A.J. Cincinnati		
4077	Paddle Agitator	4400	A.J. Cincinnati		
3911	Carbopol Educator Assembly with Pump, etc.	4400	A.J. Cincinnati		
3423	Platform Scale	----	SBS		
3422	Platform Scale	4400	A.J. Cincinnati		
3381	Platform Scale	4400	A.J. Cincinnati		
2580	Platform Scale	3300	A.J. Cincinnati		
184	Platform Scale	5300	A.J. Cincinnati		
3386	Wax Melter	4400	A.J. Cincinnati		
138	Wax Melter	4400	A.J. Cincinnati		
133	Lotion Making Tank	4400	Fenton Rigging		
130	Lotion Cooling Tank	4400	Fenton Rigging		
354	Lotion Cooling Tank	4400	Fenton Rigging		

841280021

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
355	Lotion Cooling Tank	4400	Fenton Rigging		
356	Lotion Cooling Tank	4400	Fenton Rigging		
357	Lotion Cooling Tank	4400	Fenton Rigging		
3387	Cascade Washer	4400	A.J. Cincinnati		
3031	Illico Deionizer	4400	A.J. Cincinnati		
4304	Brooks Flowmeter	4400	A.J. Cincinnati		
4299	Can Washer	4400	A.J. Cincinnati		
121	Mono Rail and Hoist	4400	A.J. Cincinnati		
4323	U.V. Lite and Accessories	4400	A.J. California		
4324	U.V. Lite and Accessories	4400	A.J. California		
4325	U.V. Lite and Accessories	4400	A.J. California		
2907	U.V. Lite and Accessories	4400	A.J. California		
2614	Deionized Water Tank	4400	Fenton Rigging		
4071	Emulsion Tank	4400	A.J. Cincinnati		
134	Woodbury Overflow Tank	3800	A.J. Cincinnati		
351	Cream Storage Tank	3300	A.J. Cincinnati		
352	Cream Storage Tank	3300	A.J. Cincinnati		
353A	Cream Storage Tank	3300	A.J. Cincinnati		
353B	Cream Storage Tank	3300	A.J. Cincinnati		
147	Portable Tank 235 Gallon	4400	A.J. California		
3385	Pfaunder Tank 350 Gallon	4400	A.J. California		
149	100 Gallon Tank on Castors	4400	A.J. California		
150	100 Gallon Tank on Castors	4400	A.J. California		
151	100 Gallon Tank on Castors	4400	A.J. California		
152	100 Gallon Tank on Castors	4400	A.J. California		
153	100 Gallon Tank on Castors	----	Verley		
154	100 Gallon Tank on Castors	----	Verley		

841280022

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
155	100 Gallon Tank on Castors	----	Verley		
108	Seed Soaking Tank	4400	A.J. California		
2560	Open Top Sani Tank	3300	A.J. Cincinnati		
94	Electric Kettle	----	Verley		
	Four Sets Paddles and Shafts without Drive, from Lotion Cooling Tanks	4400	A.J. Cincinnati		
4118	SS Kettle - 15 Gallon	----	SBS		
4119	SS Kettle - 40 Gallon	----	SBS		
4268	Electric Heater	4400	A.J. Cincinnati		
39	Cream Storage Hopper	----	SBS		
	Cream Storage Hopper	----	SBS		
	Cream Storage Hopper	----	SBS		
2477	Small Homogenizer	----	Verley		
1106	Fisher Torsion Balance	----	Verley		
1107	Weights for above	----	Verley		
119	Alsop Filter	----	Verley		
	SS Pipe Trough	----	Verley		
	Tri-Clover Pipe, Valves, Fitting	----	Verley		
	Miscellaneous Small Tanks and Pots	----	Verley		
	All Useable Pumps & Drives	4400	A.J. Cincinnati		
	All Small Buckets, Pots, etc.	4400	A.J. Cincinnati		
3389	All Useable Automatic Control- lers & Recorders Rec'd 1-22-75	4400	A.J. Cincinnati		
3434	Alcohol Injection System	4400	A.J. Cincinnati		
4075	Sarco Regulator	7300	A.J. Cincinnati		
2556	Lotion Storage Tank	4400	A.J. Cincinnati		

841280023

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
2557	Lotion Storage Tank	4400	A.J. Cincinnati		
2558	Lotion Storage Tank	4400	A.J. Cincinnati		
2559	Lotion Storage Tank	4400	A.J. Cincinnati		
101	Toledo Balance	----	Verley		
2420	Tite Flex Fitter	3300	A.J. Cincinnati		
2650	Paddle Agitator Dr.	973	A.J. Cincinnati		
2651	Paddle Agitator Dr.	973	A.J. Cincinnati		
2652	Paddle Agitator Dr.	973	A.J. Cincinnati		
2882	Homogenizer	973	A.J. Cincinnati		
4028	10 Horsepower Drive	973	A.J. Cincinnati		
4029	10 Horsepower Drive	973	A.J. Cincinnati		

841280024

COSMETIC PACKAGING DEPARTMENT EQUIPMENT  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3419	Milling Machine	7300	A.J. California		
1519	Vacuum System	4600	A.J. Cincinnati		
	Four "No Cap" Alarms	4600	A.J. Cincinnati		
	Rewinder for Pressure Sensitive Label Rolls	4600	A.J. Cincinnati		
	Presto Lite Flame Treating Equipment	4600	A.J. Cincinnati		
	Six Bottle Supply Indicators	4600	A.J. Cincinnati		
3900	Soaking Tub	4600	A.J. Cincinnati		
3901	Soaking Tub	4600	A.J. Cincinnati		
3902	Soaking Tub	4600	A.J. Cincinnati		
3903	Soaking Tub	4600	A.J. Cincinnati		
3904	Soaking Tub	4600	A.J. Cincinnati		
3905	Soaking Tub	4600	A.J. Cincinnati		
3906	Soaking Tub	4600	A.J. Cincinnati		
3907	Soaking Tub	4600	A.J. Cincinnati		
3449	Hand Pallet Truck	4400	A.J. Cincinnati		
3450	Hand Pallet Truck	4400	A.J. Cincinnati		
4282	Zero Max Drive for Feeder 3303	4600	A.J. Cincinnati		
3106	Portable Vacuum Assembly	4600	A.J. Cincinnati		
4006	Teletalk (Four Stations)	3300	A.J. Cincinnati		
4073	Spool Filter	3900	A.J. Cincinnati		
4074	Spool Filter	3900	A.J. Cincinnati		
	Powered Make-Up Stem Cutter	4600	A.J. Cincinnati		
3358	Rockwell Lathe	4600	A.J. Cincinnati		
3357	Rockwell Drill Press	4600	A.J. Cincinnati		

841280025

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
2483	Band Saw	4600	A.J. Cincinnati		
4265	Pench Grinder	4600	A.J. Cincinnati		
38	Arbor Press	4600	A.J. Cincinnati		
2345	Compression Unit	----	Chemical By-Products		
2516	Compression Unit	3300	A.J. Cincinnati		
3321	Compression Unit	4600	A.J. Cincinnati		
3440	Compression Unit	4600	A.J. Cincinnati		
2672	Sealer	----	Chemical By-Products		
2673	Sealer	3300	A.J. Cincinnati		
3318	Sealer	4600	A.J. Cincinnati		
3439	Sealer	4600	A.J. Cincinnati		
3417	Deck Shelving	4600	A.J. Cincinnati		
3418	Deck Shelving	4600	A.J. Cincinnati		
4126	Island Bottle Feeder	----	SBS		
3106	Tube Filler Vacuum Equipment	----	Chemical By-Products		
3123	Kalix Tube Filler	----	Chemical By-Products		
4034	Arc Pump	4600	A.J. Cincinnati		
3314	Vacuum Pump	4600	A.J. Cincinnati		
3322	Reshipped Conveyor	----	SBS		
4308	Missing Ball Detector	4600	A.J. Cincinnati		
3315	Check Weigher	4600	A.J. Cincinnati		
4016	Check Weigher	----	Chemical By-Products		
4094	Check Weigher	4600	A.J. Cincinnati		
4283	Check Weigher	4600	A.J. Cincinnati		
4039	Flame Treating Equipment	4600	A.J. Cincinnati		
2720	Label-Aire with Stand	4800	A.J. Cincinnati		
3945	Label-Aire with Stand	4800	A.J. Cincinnati		
3956	Label-Aire with Stand	4800	A.J. Cincinnati		

841280026

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIE</u>
3311	Resina Capper	4600	A.J. Cincinnati		
2641	Resina Capper	4600	A.J. Cincinnati		
3305	Control Print Coder	4600	A.J. Cincinnati		
4014	Control Print Coder	4600	A.J. Cincinnati		
954	Kramer Cap Tightener	4600	A.J. Cincinnati		
4030	Pneumaflow Filler	----	SBS		
4093	Pneumaflow Filler	4600	A.J. Cincinnati		
3912	World Labeler	4600	A.J. Cincinnati		
4031	World Labeler	4600	A.J. Cincinnati		
1519	Vacuum Tank for Kiefer Filler	4600	A.J. Cincinnati		
4311	Dispenser Hopper	4600	A.J. Cincinnati		
3303	Bottle Feeder	4600	A.J. Cincinnati		
3304	Ultra Cleaner	4600	A.J. Cincinnati		
3290	Rotary Turn Table	4600	A.J. Cincinnati		
4559	Syntron Feeder	4600	A.J. Cincinnati		
	All Electric Controls, Starters, etc. for Packaging Equipment	4600	A.J. Cincinnati		
	All Case Coders	4600	A.J. Cincinnati		
	All Useable Spare Parts for Packaging Equipment	4600	A.J. Cincinnati		
	All Useable Change Parts for Packaging Equipment	4600	A.J. Cincinnati		
	All Variable Speed Packaging Line Drives	3300	A.J. Cincinnati		
	All Hand Cap Tighteners	4600	A.J. Cincinnati		
	All Gram Scales	4600	A.J. Cincinnati		
	All New Hose	3000	A.J. Cincinnati		
	All Torque Testers	4600	A.J. Cincinnati		
	All Pot Devlin Gluers	4600	A.J. Cincinnati		
	All Glue Drum Covers & Pumps	4600	A.J. Cincinnati		

841280027

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
0953	Resina Capper	973	A.J. Cincinnati		
1796	Resina Capper	973	A.J. Cincinnati		
3413	U.S. Bottler's Cleaner	973	A.J. Cincinnati		
3414	U.S. Bottler's Cleaner	973	A.J. Cincinnati		
3415	U.S. Bottler's Cleaner	973	A.J. Cincinnati		
4098	Island Bottle Feeder	973	A.J. Cincinnati		
3436	MRM Filler	973	A.J. Cincinnati		

841280028

POWDER MAKING AND PACKAGING DEPARTMENTS  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
177	Power Traveling Hoist	3800	A.J. Cincinnati		
4269	Electric Hoist	7300	A.J. Cincinnati		
4132	Hoffman Separator	4400	A.J. Cincinnati		
	Blower for above	4400	A.J. Cincinnati		
3944	Torsion Balance	4400	A.J. Cincinnati		
178	Vacuum Cleaner	4400	A.J. Cincinnati		
3114	Hydraulic Lift	4400	A.J. Cincinnati		
4298	Counting Scale	2300	A.J. Cincinnati		
3953	A.B. Dick Offset Press	1400	A.J. Cincinnati		
3954	Color Head	1400	A.J. Cincinnati		
91	Drum Lift and Tilt	5300	A.J. Cincinnati		
4065—					
4070	Jr. Carousel	4600	A.J. Cincinnati		
4260	Coder	4600	A.J. Cincinnati		
4261	Fill Line	4600	A.J. Cincinnati		
4258	Capper	4600	A.J. Cincinnati		
4259	Hopper	4600	A.J. Cincinnati		
4273	Coder	4600	A.J. Cincinnati		
4278	Drum Elevator and Tilt	4400	A.J. Cincinnati		
3448	Pilot Model Twin Shell Blender	6800	A.J. Cincinnati		
179	S.S. Lab Table (24 x 126)	6800	A.J. Cincinnati		
	Lightnin Mixer	6800	A.J. Cincinnati		
	Carver Press	6800	A.J. Cincinnati		
920	Metal Desk 34" Wide	3000	A.J. Cincinnati		
3112	Day Ribbon Mixer	----	Verley		
3115	Platform for above	----	Verley		

841280029

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
183	Color Scale	----	Verley		
3944	Torbal Balance OH-2	6800	A.J. Cincinnati		
3944	Bindicator	4600	A.J. Cincinnati		
4028	Twin Shell Blender	4600	A.J. Cincinnati		
3999	Sealing Die for S-15 Sealer	4600	A.J. Cincinnati		
2731	Blister Sealer	973	A.J. Cincinnati		
3027	Blister Machine	973	A.J. Cincinnati		
3028	Vacuum Form. Machine	973	A.J. Cincinnati		
3094	Pres. Sense Label Machine	973	A.J. Cincinnati		
3279	Blister Sealer	973	A.J. Cincinnati		
3281	Blister Machine	973	A.J. Cincinnati		
3282	Sentinel Cutter	973	A.J. Cincinnati		
3292	Vacuum Pump	973	A.J. Cincinnati		
3432	Flexo Printer	973	A.J. Cincinnati		

841280030

QUALITY CONTROL DEPARTMENT  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3263	Ainsworth Analytical Balance	6800	A. J. Cincinnati		
2727	Torsion Balance	6800	A.J. Cincinnati		
	Three Triple Beam Balances O-Haus	6800	A.J. Cincinnati		
	Battery Charger	6800	A.J. Cincinnati		
	Waring Blender	6800	A.J. Cincinnati		
	Bulk Density Apparatus	6800	A.J. Cincinnati		
2730	Marchant Calculator	6800	A.J. Cincinnati		
	Mark I Calculator	6800	A.J. Cincinnati		
2211	Centrifuge, Clay Adams	6800	A.J. Cincinnati		
3091	Centrifuge, International	6800	A.J. Cincinnati		
4042	Colony Counter, AO	6800	A.J. Cincinnati		
3858	Conductivity Poridge	6800	A.J. Cincinnati		
	Dessicator 200mm	6800	A.J. Cincinnati		
	Dessicator 200mm	6800	A.J. Cincinnati		
4080	Fisher Melting Point Apparatus	6800	A.J. Cincinnati		
	Two 7" Hot Plates	6800	A.J. Cincinnati		
1103	Incubator 110°F	----	Verley		
2607	Incubator 25°C	6800	A.J. Cincinnati		
2592	Incubator 120°F Precision Scientific	6800	A.J. Cincinnati		
4038	Refrig. Incubator 35°C	6800	A.J. Cincinnati		
4025	Kjeldahl Apparatus	6800	A.J. Cincinnati		
4026	Kjeldahl Apparatus	6800	A.J. Cincinnati		
3862	Microscope - AO	6800	A.J. Cincinnati		

841280031

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3843	Microscope - AO	----	Verley		
3120	Microscope - B & L	6800	A.J. Cincinnati		
	Microscope, -Edmund-Scien.	6800	A.J. Cincinnati		Scrapped
	Polaroid Micro Photo Attachment	6800	A.J. Cincinnati		
2623	Oven-Muffle-Temco	6800	A.J. Cincinnati		
3861	Torsion Balance	6800	A.J. Cincinnati		
3859	Penetrometer	6800	A.J. Cincinnati		
1100	pH Meter Beckman	1900	A.J. Cincinnati		
2716	pH Meter Beckman	1900	A.J. Cincinnati		
3076	Power Supply	6800	A.J. Cincinnati		
3368	Refractometer - B & L	6800	A.J. Cincinnati		
3099	Refrigerator - Coldspot	6800	A.J. Cincinnati		
4040	Refrigerator, Admiral	6800	A.J. Cincinnati		
3276	Silver/Silver Chloride Cell	6800	A.J. Cincinnati		
3075	Spectrophotometer, Beckman	6800	A.J. Cincinnati		
3369	Sterilizer	6800	A.J. Cincinnati		
4079	Sterilizer - Hot Air	6800	A.J. Cincinnati		
3121	Sterilizer - 25 Qt. - Kadan	6800	A.J. Cincinnati		
	Stirrer, "Magnematic", Thomas	6800	A.J. Cincinnati		
2642	Stirrer, "Pyro Magne stir"	6800	A.J. Cincinnati		
	Thermo Stir	6800	A.J. Cincinnati		
4003	Thermo Stir	6800	A.J. Cincinnati		
	Stirrer, "Magma"	6800	A.J. Cincinnati		
	Stirrer, "Thermo-Swirl"	6800	A.J. Cincinnati		
	Emission Control Meter	7300	A.J. Cincinnati		
	Stirrer, Thermo Swirl	6800	A.J. Cincinnati		

841280032

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TC</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
2535	Stirrer, Multiple Unit Precision Scien	6800	A.J. Cincinnati		
2642	Stirrer, Talboys Instrument Company	6800	A.J. Cincinnati		
	Stirrer, Lightnin Mixer	6800	A.J. Cincinnati		
	Timer, International Regulator	6800	A.J. Cincinnati		
	View Box, Cat Determination	6800	A.J. Cincinnati		
1790	Brookfield Viscosimeter	6800	A.J. Cincinnati		
3271	Brookfield Viscosimeter	6800	A.J. Cincinnati		
	Stand for Above	6800	A.J. Cincinnati		
	Voltage Regulator, Superior	6800	A.J. Cincinnati		
	Vortex Mixer, Scientific Industry	6800	A.J. Cincinnati		
4041	Water Bath	6800	A.J. Cincinnati		
4054	Water Still	----	SBS		
1104	Electric Air Pump	6800	A.J. Cincinnati		
1108	Balance Weights	6800	A.J. Cincinnati		
2611	Reflectance Attachment	6800	A.J. Cincinnati		
2904	Gear Head Motor	6800	A.J. Cincinnati		
2905	Gear Head Motor	6800	A.J. Cincinnati		
2906	Gear Head Motor	6800	A.J. Cincinnati		
3962	Motor Blower	6800	A.J. Cincinnati		
2611	Spectrophotometer	----	Verley		
304	Table	6800	A.J. Cincinnati		
2877	File Cabinet plus 2755, 2758, 2760	6800	A.J. Cincinnati		
2817	Table	6800	A.J. Cincinnati		
2798	Table	6800	A.J. Cincinnati		

841280033

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
	Mantle and Rheostat - 2	6800	A.J. Cincinnati		
	S.S. Portable Table	----	Verley		
	Oven, Lwzooc, Greive	6800	A.J. Cincinnati		
2476	Filamatic Vial Filler	4600	A.J. Cincinnati		
	Lab Wagon	6800	A.J. Cincinnati		
	Lab Wagon	6800	A.J. Cincinnati		
3961	Hood	6800	A.J. Cincinnati		
3022	Hood	6800	A.J. Cincinnati		
1092	Hood	6800	A.J. Cincinnati		
2728	Vacuum Pump	6800	A.J. Cincinnati		
	Blackboard	6800	A.J. Cincinnati		
3914	Cabinets	6800	A.J. Cincinnati		
3974	Cabinets	6800	A.J. Cincinnati		
3975	Cabinets	6800	A.J. Cincinnati		
3977	Cabinets	6800	A.J. Cincinnati		
3978	Cabinets	6800	A.J. Cincinnati		
3979	Cabinets	6800	A.J. Cincinnati		
3980	Cabinets	6800	A.J. Cincinnati		
3981	Cabinets	6800	A.J. Cincinnati		
3982	Cabinets	6800	A.J. Cincinnati		
3983	Cabinets	6800	A.J. Cincinnati		
3984	Cabinets	6800	A.J. Cincinnati		
3985	Cabinets	6800	A.J. Cincinnati		
3986	Cabinets	6800	A.J. Cincinnati		
3987	Cabinets	6800	A.J. Cincinnati		

841280034

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3988	Cabinets	6800	A.J. Cincinnati		
3989	Cabinets	6800	A.J. Cincinnati		
1096	Steam Bath	----	Verley		
1105	Oven, 105°C	----	Verley		
2633	Label Inspection Reel	6800	A.J. Cincinnati		
	Bird Gages, .005 & .0015	6800	A.J. Cincinnati		
	Caliper, 5" X 1/64	6800	A.J. Cincinnati		
	Color Charts	6800	A.J. Cincinnati		
	a) IPI Color Finder	6800	A.J. Cincinnati		
	b) Kohl Color Matcher	6800	A.J. Cincinnati		
	Compact Base Gage	6800	A.J. Cincinnati		
	Compact Cover Gage	6800	A.J. Cincinnati		
	Deodorant Bottle Tester	6800	A.J. Cincinnati		
	a) Manometer Type	6800	A.J. Cincinnati		
2545	b) Lotion Tester	6800	A.J. Cincinnati		
	c) Feeler Gage Set	6800	A.J. Cincinnati		
	Net Contents Burette	6800	A.J. Cincinnati		
	Pressure Gage	6800	A.J. Cincinnati		
	Powder Drum Size Tester	6800	A.J. Cincinnati		
3267	Torque Meter, Owens III (2)	6800	A.J. Cincinnati		
3382	Miscellaneous Glassware	6800	A.J. Cincinnati		
	Miscellaneous Reagents	6800	A.J. Cincinnati		
	Miscellaneous Books, Forms, Stickers	6800	A.J. Cincinnati		
	Twenty-one Foot Wall Bench Consisting of:	----	SBS		
3970	2' Base Cabinet	----	SBS		

841280035

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3971	2' Base Cabinet	----	SBS		
3972	3' Base Cabinet	----	SBS		
3973	3' Base Cabinet	----	SBS		
	3' Base Cabinet	----	SBS		
	3' Base Cabinet	----	SBS		
3954	Sink Cabinet and Sink	----	SBS		
3963	Top	----	SBS		
3992	Pegboard	----	SBS		
3993	Pegboard	----	SBS		
1094	12' Center Bench Assembly	----	SBS		
	10' X 30" Table	----	SBS		
	10' X 30" Table	----	SBS		
	10' X 30" Table	----	SBS		
	10' X 30" Table	----	SBS		
3969	2' Base Cabinet	----	SBS		
	3' Base Cabinet, Under Hood	----	SBS		
	Bockel Incubator	----	CBP		
394	Cenco Meinzer Sieve Shaker	----	SBS		
1082	Cabinet - Same as 3914 and 3974 thru 3981	----	Verley		

841280036

MAINTENANCE, STEAM, OCCUPANCY AND GROUNDS DEPARTMENTS & REFRIG.

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
2661	Nibbler	7300	A.J. Cincinnati		
3383	Bending Brake	7300	A.J. Cincinnati		
4005	Du-All Saw	7300	A.J. Cincinnati		
4024	Amprobe	7300	A.J. Cincinnati		
4096	Air Compressor **	7600	A.J. Cincinnati		
4097	Air Dryer **	7600	A.J. Cincinnati		
4018	Air Dryer	7600	A.J. Cincinnati		
3856	Jeep Truck	7300	A.J. Cincinnati		
3857	Snow Plow	7300	A.J. Cincinnati		
3898	Jeep Wagon	7300	A.J. Cincinnati		
3894	Snow Plow	7300	A.J. Cincinnati		
3950	Salt Spreader	7300	A.J. Cincinnati		
4089	Milling Machine	3300	A.J. Cincinnati		
4294	Electric Tractor	7300	A.J. Cincinnati		
4295	Snow Blower	7300	A.J. Cincinnati		
4296	42" Mower	7300	A.J. Cincinnati		
4297	Snow Dozer Blade	7300	A.J. Cincinnati		
	Alemite Lubricator	7300	A.J. Cincinnati		
	All Sentinel Emergency Lites	8000	A.J. Cincinnati		
	All Dry Chemical and CO <sub>2</sub> Fire Extinguishers	8000	A.J. Cincinnati		
3428	Air Conditioner	2300	A.J. Cincinnati		
2683	Air Compressor	7600	A.J. Cincinnati		
3247	Air Compressor	7600	A.J. Cincinnati		
3250	After Cooler	7600	A.J. Cincinnati		

\*\* The Andrew Jergens Company is willing to sell these items to the building purchaser at book value of items.

841280037

FIRST AID DEPARTMENT  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
1707	Supersight Lamp	8300	A.J. Cincinnati		
1709	Electric Sterilizer	8300	A.J. Cincinnati		
1714	Steel Table	8300	A.J. Cincinnati		
1716	Cabinets	8300	A.J. Cincinnati		
	Shellen Chart	8300	A.J. Cincinnati		
	All Instruments	8300	A.J. Cincinnati		
	Instrument Sterilizer (Cold)	8300	A.J. Cincinnati		

PERSONNEL DEPARTMENT

4286	Time Clock	2300	A.J. Cincinnati		
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CAFETERIA

	40 Cafeteria Chairs	----	SBS		
	6 Cafeteria Chairs	4400	A.J. Cincinnati		
	12 Cafeteria Chairs	3300	A.J. Cincinnati		
	11 Cafeteria Chairs	6800	A.J. Cincinnati		
	10 Cafeteria Tables	----	SBS		
	1 Cafeteria Table	4400	A.J. Cincinnati		
	3 Cafeteria Tables	3300	A.J. Cincinnati		
1521	Water Cooler	----	SBS		

841280038

OFFICE EQUIPMENT  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
	2 Double Pedestal Desks	3300	A.J. Cincinnati		
	6 Double Pedestal Desks	1800-212	A.J. Cincinnati		
	6 Double Pedestal Desks	2300	A.J. Cincinnati		
	2 Double Pedestal Desks	4600	A.J. Cincinnati		
	7 Double Pedestal Desks	6800	A.J. Cincinnati		
	7 Double Pedestal Desks	----	Verley		
	2 Swivel Chairs	3300	A.J. Cincinnati		
	6 Swivel Chairs	1800-212	A.J. Cincinnati		
	6 Swivel Chairs	2300	A.J. Cincinnati		
	2 Swivel Chairs	4600	A.J. Cincinnati		
	4 Swivel Chairs	6800	A.J. Cincinnati		
	5 Executive Chairs	----	Verley		
	7 Side Chairs	----	Verley		
	1 Steno Chair	----	Verley		
2767	Typewriter Desk	----	Verley		
2742	Table	----	Verley		
2753	2 Two-Drawer Files, Matching Top	----	Verley		
2754	2 Two-Drawer Files	----	Verley		
	20 Five-Drawer Files	----	Verley		
	14 Four or Five-Drawer Files	1800-212	A.J. Cincinnati		
	12 Four-Drawer Files	2300	A.J. Cincinnati		
2890	Small Table	----	Verley		
2667	Check Protector	----	Verley		

841280039

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
3925	Conference Room Table	6900	A.J. Cincinnati		
3914-					
3923	Conference Room Chairs	6900	A.J. Cincinnati		
2892	Conference Desk and Chair	----	SBS		
2453	Micro Filmer	1800-212	A.J. Cincinnati		
2454	Micro Film Reader	1800-212	A.J. Cincinnati		
2658	Recordak Camera	1800-212	A.J. Cincinnati		
	Calculating Desk	3300	A.J. Cincinnati		
3897	Calculator	8800	A.J. Cincinnati		
3943	Calculator	8800	A.J. Cincinnati		
3947	Calculator	8800	A.J. Cincinnati		
3948	Calculator	8800	A.J. Cincinnati		
3994	Calculator	8800	A.J. Cincinnati		
4134	Calculator	8800	A.J. Cincinnati		
2305	Electric Typewriter	1800-212	A.J. Cincinnati		
2521	Electric Typewriter	1800-212	A.J. Cincinnati		
2555	Electric Typewriter	1800-212	A.J. Cincinnati		
2581	Electric Typewriter	1800-212	A.J. Cincinnati		
2619	Electric Typewriter	----	Verley		
2636	Electric Typewriter	1800-212	A.J. Cincinnati		
2637	Electric Typewriter	----	Verley		
3865	Electric Typewriter	1800-212	A.J. Cincinnati		
4022	Electric Typewriter	1800-212	A.J. Cincinnati		
1736	Adding Machine	1800-212	A.J. Cincinnati		
2139	Adding Machine	1800-212	A.J. Cincinnati		
2392	Adding Machine	1800-212	A.J. Cincinnati		
2419	Adding Machine	1800-212	A.J. Cincinnati		
4058	Adding Machine	8700	A.J. Cincinnati		
2544	Polaroid Camera	8800	A.J. Cincinnati		

841280040

MISCELLANEOUS ITEMS, ALL DEPARTMENTS  
ANDREW JERGENS COMPANY  
BELLEVILLE, NEW JERSEY

<u>AJ#</u>	<u>ITEM</u>	<u>TRANSFER TO DEPARTMENT #</u>	<u>SHIP TO</u>	<u>DATE SHIPPED</u>	<u>CARRIER</u>
	All Platform Ladders	4600	A.J. Cincinnati		
	All Useable Adjustable Chairs	4600	A.J. Cincinnati		
	All Drum Safety Trucks	4600	A.J. Cincinnati		
	All Useable Vacuum Cleaners	8000	A.J. Cincinnati		
	All Tape Machines	2300	A.J. Cincinnati		
	All Room Air Conditioners	7900	A.J. Cincinnati		
	All Hand Tools, (drills, nut setters, impact wrenches, etc.)	7300	A.J. Cincinnati		
	All Portable Meters, Test Equipment, etc.	7300	A.J. Cincinnati		
	All Useable S.S. Pipe, Valves, Fittings	7300	A.J. Cincinnati		

841280041

ITEMS DEFINITELY INTENDED TO BE REMOVEDCOSMETIC MAKING DEPT.

<u>AJ#</u>	<u>Item</u>
3998 3997	3 Insulated files
3996	
3387 4116	5 Lightnin mixers
4117 173	
120	
4090	Heat exchanger including reducers, controls, etc.
4076 4077	2 Paddle agitators
3911	Carbopol eductor with pump, etc.
2580 3422	5 Platform scales
3423 3381	
184	
3887	Cascade washer
3031	Illco deionizer
130 354	5 Lotion cooling tanks
355 356	
357	
139	Lotion wax melter
138 3386	2 Cream wax melters
133	Lotion making tank
4304	Brooks flowmeter
4299	Can washer
121	Monorail & hoist
4323 4324	2 UV Lites, Recirculator and Controls
4325 2907	
2620 or 2614	Deionized water storage tank
4071	Emulsion tank
2882	Homogenizer
134	Woodbury overflow tank
351 352	2 Cream storage tanks
353	2 Cream holding tanks

841280042

ITEMS DEFINITELY INTENDED TO BE REMOVED

COSMETIC PKG. DEPT.

<u>AJ#</u>	<u>Item</u>
3419	Milling Machine
1519	Vacuum system
	Four "no cap" alarms
	Rewinder for Pressure Sensitive label rolls
4014	Vacuum cleaner
	Presto Lite Flame treating equipment
	6 Bottle supply indicators (elec. eyes)
3900 Thru	
3907	8 Soaking tubs
3449 3450	2 Hand pallet trucks
4282	Zero-Max drive
3106	Portable vacuum assembly
4006	Teletalk (4 stations)
4073 4074	2 Spool filters
	Powered pencil sharpener
3358	Rockwell lathe
3357	Rockwell drill press
2483	Band saw
4265	Bench grinder
38	Arbor press
3321 2345	4 Compression units & necessary conveyors
2516 3440	
3318 3439	6 Sealers & necessary conveyors
2672 2673	
3052 3051	
3417 3418	Stairway, platform & cabinets for change parts
4126	Island bottle feeder
945	Pony labeler
3123 3106	Kalix tube filler & vacuum machine
4034	Aro pump
3314	Vacuum pump
3322	Overhead reshipper conveyor
4308	Missing ball detector
3315 4283	4 Check Weighers & timing screws
4016 4094	
4039	Flame treat equipment
3956 3945	3 Label Aires with stands
2720	
2641 3311	2 Resina cappers
4014 3305	2 Control Print coders
944	Kramer cap tightener
4093 4030	2 Fillers - Pneumaflow
3312 4031	2 World labelers

841280043

COSMETIC PKG. DEPT. (Cont'd)

<u>AJ#</u>	<u>Item</u>
4311	Dispenser hopper
1519	Vacuum Tank for Kiefer filler
3303	Bottle feeder
3304	Ultra cleaner
3290	Rotary turn table
4559	Syntron Feeder

841280044

ITEMS DEFINITELY INTENDED TO BE REMOVED

POWDER MKG. & PKG. DEPTS.

<u>AJ#</u>	<u>Item</u>
177	Power traveling hoist
4269	Elec. hoist
4132	Hoffman separator
	Blower for above
3944	Torsion balance
178	Vacuum cleaner
3114	Hydraulic lift
4298	Counting scale
3953	A.B. Dick offset press
3954	Color head
91	Drum lift & tilt
4065 4070	Jr. carousel
4260	Coder
4261	Fill line
4258 4259	Capper & hopper
4273	Coder
4278	Drum elevator and tilt
3448	Pilot Model Twin Shell Blender (Patterson Kelly)
179	Stainless Steel Lab. Table (24" x 126")
	Lightnin' Mixer
	Carver Press

841280045

ITEMS DEFINITELY INTENDED TO BE REMOVED

SHIPPING & RECEIVING DEPTS.

<u>AJ#</u>	<u>Item</u>
1793	Electric Stencil Cutting Machine
3286	Portable Scale
	Weber Sten-Mark - Model #15
259	1 Section Portable Conveyor
	Signode Strapping Reel and Strapping Equipment
2459	Drum Truck
2928	Complete Shipping Conveyor - Including Telescopic Conveyor
	6 Table Trucks
	3 Portable Dock Lights
	2 Fork Type Stackers and Chargers
	Fork Type Walker With Charger
3270 3269	Yale Lift Truck and Charger
	Drum Truck
823	Whiz Recorder
2927	Electric Portable Brow
4111	Stencil Machine

841280046

ITEMS DEFINITELY INTENDED TO BE REMOVEDMAINTENANCE, STEAM, OCCUPANCY & GROUNDS DEPTS.

<u>AJ#</u>	<u>Item</u>
2661	Nibbler
3383	Bending brake
4005	Do-All saw
4024	Amprobe
4096	Air compressor
4097	Air Dryer
4018	Air Dryer
3856	Jeep truck
3857	Snow plow
3898	Jeep wagon
3899	Snow plow
3950	Salt Spreader
4089	Milling machine
4294	Elec. tractor with accessories
3951	Emission Control Meter

841280047

ITEMS DEFINITELY INTENDED TO BE REMOVED

Q.C. LABORATORY

<u>AJ#</u>	<u>Item</u>
3263	Analytical balance dial
2727	Balance, torsion type dial
	3 Balances, triple beam
	Battery charger
	Blender
	Bulk density apparatus
2211	Centrifuge, 4-50 ml.
3091	Centrifuge, floor model
4042	Colony Counter
3858	Conductivity Bridge
	2 Desiccators 200 mm.
4080	Melting Point apparatus
	2 Hot Plates 7"
1103	Incubator 25°C.
2607	Incubator 35°C.
	Incubator 120°F.
4025 4026	2 Nitrogen determination apparatus
3852	Microscope trinocular high power
3843	Microscope monocular high power
3120	Microscope Stereozoom low power
	Microscope Monocular low power
2623	Oven-muffle - Temco
3859	Penetrometer - Precision Scientific
1100 2716	2 pH Meters
3076	Power Supply
3368	Refractometer
3099	Refrigerator - Sears
4040	Refrigerator - Admiral
3276	Silver/Silver Chloride Cell Apparatus
3075	Spectrophotometer, Model DB-6
4079	Sterilizer - 32" Autoclave
3369	Sterilizer Hot Air
3121	Sterilizer 25 qt.
	Stirrer, magnetic, "Magnetic" - Thomas
2642	Stirrer, magnetic/heater "Pyromagstir"
	2 Stirrers, magnetic/heater thermostir
	Stirrer, magnetic "Magmix"
	2 Stirrers, magnetic/heater "Thermo Swirl"
2476	Filamatic Filler
	Stirrer, multiple unit - Precision Scientific
4003	Stirrer, variable speed - Talboys Inst. Co.
	Stirrer, variable speed - Lightning Mixer Co.
	Timer, electric
	Vacuum Pump
	Viewing Box for Cationic Determination

841280048

Q.C. LABORATORY (Cont'd)

<u>AJ#</u>		<u>Item</u>
3271	1790	2 Viscometers
3271		Lab. Stand Viscometer
		Voltage regulator
		Vortex Mixer
4041		Water Bath
1104		Electric Air Pump
1108		Balance Weights
2904	2905	3 Gear Head Motors
2906		
3962		Motor Blower
		Misc. Glassware
		Misc. Reagents
		Misc. Books, Forms & Stickers
		Bird Gauges .005 & .0015
		Caliper (5 in. 1/64 grad.)
		11 Color Charts
		Compact Base Gauge
		Compact Cover Gauge
		Deod. Bottle Testers
		(A) Monometer Type
		(B) Mechanical Type
		Feeler Gauge (1 set)
		Net Contents burette Set-Up
		Pressure Gauge
		Powder Drum Size Tester
2633		Label Inspection Reel
2798	304	3 Tables
2817		
		Oven LW200C Greive
2476		Filameter Vial Filler
		2 Lab Wagons
3961	3022	3 Hoods
1092		
2728		Vacuum Pump
		Blackboard
3914	3975	8 Cabinets
3974	3977	
3978	3979	
3980	3981	
3982	3983	10 Cabinets
3984	3985	
3986	3987	
3988	3989	
3990	3991	

841280049

ITEMS DEFINITELY INTENDED TO BE REMOVEDFIRST AID DEPT.

<u>AJ#</u>	<u>Item</u>
1707	Supersight Lamp
1709	Electric Sterilizer
1716	Cabinets
1714	Steel table
	Shellen Chart
	Instrument Sterilizer (Cold)
	All Instruments

841280050

ITEMS DEFINITELY INTENDED TO BE REMOVED

MISCELLANEOUS

<u>AJ#</u>	<u>Item</u>
	17 Double pedestal desks
	14 Swivel chairs
	14 File cabinets
	58 Cafeteria chairs
	15 Cafeteria tables
	Alemite lubricator
	Adding machine
	All emergency lights
	All CO <sub>2</sub> and dry chemical fire extinguishers
	Storage water cooler
3925	Conference table
3914 Thru	10 Conference chairs
3923	
2892	Conference desk & chair
2853	Micro filmer
2854	Reader
	All useable pumps & drives
	All small buckets, pots, etc. (not over 25 gal.)
	All useable automatic controls and recorders for tanks
	All 100-200 SS storage tanks
	All electric controls, starters, etc. for packaging equipment
	All case coders
	All useable spare parts for packaging lines
	All useable change parts for packaging lines
	All platform ladders
	All useable adjustable chairs
	All drum safety trucks
	All 2HP variable speed line drives
	All hand cap tighteners
	All gram scales
	All new hose
	All torque testers
	All pot devin gluers
	All glue drum covers and pumps
	All useable vacuum cleaners
	All tape machines
	All useable typewriters and calculators
	Six room air conditioners
	All 43" x 53" pallets
	Time clock (AJ 4286)
	All hand tools (drills, nut setter, impact wrenches, etc.)
	All portable meters, test equipment, etc.
	All stainless steel valves and fittings

841280051

ITEMS THAT AT THE MOMENT ARE QUESTIONABLE  
AS TO REMOVAL FROM BELLEVILLE

COSMETIC MKG. DEPT.

<u>AJ#</u>	<u>Item</u>
3434	Alcohol injection system
143	Alcohol mix tank
142	Mucilage storage tank
4075	Sarco Regulator
4268	Electric Heater
147	Stainless steel tank
145	Cream tank
3384	Cream tank
108	Mucilage tank

SHIPPING & RECEIVING DEPTS.

	All pallet storage racks
	Counter
2575	Power Sweeper

Q.C. LABORATORY

4059	Water still
2611	Spectrophotometer & Reflectance Attachment
	All other laboratory equipment not shown as definite

MAINTENANCE DEPT.

0035	Fosdick Drill Press
------	---------------------

841280052

SIGNIFICANT ITEMS NOT REQUIREDCOSMETIC MKG. DEPT. (All Items With An Asset Cost of \$1,000 or More)

<u>AJ #</u>	<u>Item</u>
112 131	Lotion Storage Tanks
132	
144	Abbe Mix Tank
811	Soap Storage Tank
2473	12,000 Gallon Shampoo Tank
2556 2557	4 - 2600 Gallon SS Tanks
2558 2559	
2650 2597	Agitators
2651 2652	
2613	Allispede Drive
2883 2884	2 - 3000 Gallon SS Tanks
3385	Pfaudler Tank
4015	Tank 21 Mixer
4049	Scale Dial Print
4284	Tanks 1, 2 & 5 HW Hold Systems
88	Colloid Mill
105	Alcohol Storage Tank
124	Auto. Batch Scale
2420	Titeflex Filter
4011	Heat Exchanger
4029	Abbe Drive
39	Cream Storage Hopper
95	Distilled Water Tank
96	Glycerine Storage Tank
97	Moscol Storage Tank
118	Prep Heat & Cool
123	Prep Making Tank
128 129	Prep Storage Tanks
137	Overflow Tank
167	Duplex Filter
3390	Nettco Agitator
4119	40 Gallon SS Tank
4266	Alc. Hot Room
94	Heated Kettle
140	Lye Dilution Tank
141	Borax Tank
2726	Teflon Scraper
3033	Ilco Filter

841280053

COSMETIC PKG. DEPT. (All Items With An Asset Cost of \$1,000 or More)

<u>AJ #</u>	<u>Item</u>
293	C Line Belt Conveyor
294	A Line Filler & Blower
927	A Line Labeler
928 929	B. Line Labelers
939	A Line Packing Bench
940	A Line Overhead Conveyor
941	B Line Overhead Conveyor
944	B Line Packing Bench
951	B Line Filler
952	C Line Filler
2641 953	Resina Cappers
1796	
956	B Line Assembly Conveyor
1056	Duplex Pdr. Conveyor
4019 3030	Bottom Coders
2732 3361	
3324	Accum. Conveyor
3349	Bottling Conveyor
3351	D Line Overhead Conveyor
3413	A Line Bottle Cleaner
3414	B Line Bottle Cleaner
3415	C Line Bottle Cleaner
3435	A Line Conveyor
3436	A Line Filler
4053	Portable Label Machine
4092	Production Run Out Signal
4098	B Line Bottle Feeder
2630	Derby Labeller
3025	Steel Partitions
906	Cream Tempering Rod
946	B Line Chain Conveyor
954	Screw Capping Machine
955	A Line Assembly Conveyor
2344	C Line Bottle Feeder
2363	B Line Bottle Feeder
2580	Toledo Bench Scale
3026	Heat & Temp. Control
3313	Conveyor Drive
3316	CW Divider
3323	Packing Conveyor
1173	Movable Partitions
924	A Line Loading Conveyor
957	Tube Line Conveyor

841280054

POWDER MKG. DEPT.AJ #Item

None of the Powder Mkg. major equipment will be required except:

177	Power Traveling Hoist
3448	Pilot Model Blender

POWDER & MAKEUP PKG.

None of the Powder & Makeup Pkg. Dept. major equipment will be required except:

	Jr. Carousel Line
3953	AB Dick Offset Press
3954	Color Head
4132	Hoffman Separator
4258 4259	Capper & Hopper

Q. C. LABORATORY

There will be very few major items left, if any, in this department.

PURCHASING, PERSONNEL, TRAFFIC, INDUSTRIAL ENGINEERING, FACTORY  
ADMINISTRATIVE, ENGINEERING, MATERIAL CONTROL, PAYROLL, OFFICE SERVICE,  
ACCTG. & TAX, CUSTOMER SERVICE

Most all of the equipment in these departments will not be required except:

- All Typewriters
- All Calculators
- Adding Machine
- 18 Double Pedastal Desks
- 15 Swivel Chairs
- 14 File Cabinets
- Micro Filmer & Reader
- Conference Table & Chairs

841280055

MAINTENANCE, POWER, STEAM, REFRIGERATION, CLEANING SERVICE,  
OCCUPANCY, & GROUNDS

<u>AJ #</u>	<u>Item</u>
-------------	-------------

None of these departments' major equipment items will be required except:

4005	Do All Saw
4096	Air Compressor
4097	Air Dryer
4018	Air Dryer
3856	Jeep Truck & Flow
3898	Jeep Wagon & Accessories
4089	Milling Machine
4294	Electric Tractor & Accessories

CAFETERIA

None of the Cafeteria equipment will be required except:

58 Chairs  
15 Tables

FIRST AID DEPT.

There will be few items of significant value remaining in this department.

SALVAGE

Nothing will be required from this department.

SHIPPING AND RECEIVING DEPTS.

Most of the major equipment in these departments will be required except:

Packing benches  
Storage bins  
4 of the 9 power trucks  
All brows and ramps except electric portable brow

As mentioned previously, the pallet racks, counter and power sweeper are questionable.

841280056

# CLOSING STATEMENT

SELLER: THE ANDREW JERGENS COMPANY  
 PURCHASER: HOFFMANN-LA ROCHE INC.  
 PREMISES: Located in Town of Belleville, Essex County,  
 New Jersey, known as Block 685, Lot 1 containing  
 22.9134 acres and Block 695, Lot 23 containing  
 0.4605 acres.

DATE OF CLOSING: April 4, 1975

	<u>Credit Purchaser</u>	<u>Credit Seller</u>
Purchase Price		\$3,000,000.00
Deposit heretofore made	\$300,000.00	
Taxes for 1st half of 1975		
Block 685, Lot 1 (22.9134 acres)	72,010.95	
Paid by Seller	36,005.48	
Owed by Seller	37,397.90	1,392.47
Block 695, Lot 23 (0.4605 acres)	661.49	
Paid by Seller	330.75	
Owed by Seller	343.10	12.35
Realty Transfer Fee	3,000.00	
	\$304,404.82	\$3,000,000.00
		304,404.82
Balance due Seller at closing *		<u>\$2,695,595.18</u>

\* Purchaser wired balance due Seller of \$2,695,595.18 to Seller's account number 900-8962 at First National Bank of Cincinnati, Cincinnati, Ohio.

The parties agree that a final adjustment of taxes will be made after the final 1975 tax bills have been received, at which time in the event Seller owes additional taxes it will reimburse same to Hoffmann-LaRoche upon receipt of a bill and a copy of the Final 1975 Tax Bill. In the event the adjustment shall be in favor of Seller, Hoffmann-LaRoche shall pay over the amount of such adjustment along with a copy of the Final 1975 Tax Bill.

APPROVED:

HOFFMANN-LA ROCHE INC.

THE ANDREW JERGENS COMPANY

By: W. B. Schubert  
 Asst. Vice President

By: W. Burke  
 Treasurer

841280057

TAX ADJUSTMENT

The Andrew Jergens Company  
As of April 4, 1975 (94th day)

Block 685, Lot 1 (22.9134 acres)

1st half 1975 Taxes: 72,010.95  
Per diem:  $72,010.95 \div 181 = 397.85$   
Seller owes:  $94 \times 397.85 = 37,397.90$   
Seller has paid: 36,005.48  
Owed by Seller: 1,392.42

Block 695, Lot 23 (0.4605 acres)

1st half 1975 Taxes: 661.49  
Per Diem:  $661.49 \div 181 = 3.65$   
Seller owes:  $94 \times 3.65 = 343.10$   
Seller has paid: 330.75  
Owed by Seller: 12.35

841280058



C. L. ORBAKER and ASSOCIATES, INC.

AFFILIATE OF JACKSON-CROSS CO.

*Real Estate Appraisal • Sales • Consultation*

401 U. S. Highway 206 South, Somerville, New Jersey 08876

Phone: (201) 359-8245

A P P R A I S A L

ANDREW JERGENS PLANT  
FRANKLIN AVENUE  
TOWN OF BELLEVILLE  
ESSEX COUNTY, NEW JERSEY

FOR

EVANS-PITCAIRN CORPORATION  
45 ROCKEFELLER PLAZA  
NEW YORK, NEW YORK 10020

BY

LYNFORD L. COLLINS, VICE PRESIDENT

841280059

DOYLESTOWN, PA. • SOMERVILLE, N. J.

TIERRA-B-008824

## TABLE OF CONTENTS

	<u>Page</u>
Certificate of Appraisal	1
Certification, Assumptions, Limiting Conditions, and Contingencies	2
Purpose and Function of the Appraisal	3
Locality	4
Zoning	6
Utilities	6
The Appraisal Problem	7
Description of the Subject Property	8
Assessment and Taxes	13
Highest and Best Use	13
The Cost Approach	14
Market Data Approach - Land Value - Subject 23.3739 Acres	15
Land Value - Correlation	16
Cost Approach	18
Cost Approach Summary	23
Functional Obsolescence	24
Market Data Approach - Improved	27
Market Data Approach - Improved Grid	28
Comparability Analysis	29
Income Approach	31
Correlation of Values	32

841280060

## A D D E N D U M

	<u>Page</u>
Photos of the Subject Property	33
Building Sketch and Property Plat	38
Area Calculations	39
Location Map	41
Sale Number 1 (Improved Industrial)	42
Sale Number 2 (Improved Industrial)	43
Sale Number 3 (Improved Industrial)	44
Sale Number 4 (Improved Industrial)	45
Sale Number 5 (Improved Industrial)	46
Sale Number 6 (Improved Industrial)	47
Qualifications of Lynford L. Collins	50

841280061

CERTIFICATE OF APPRAISAL

LYNFORD L. COLLINS

DOES HEREBY CERTIFY THAT UPON REQUEST FOR VALUATION BY:

THE EVANS-PITCAIRN CORPORATION  
45 ROCKEFELLER PLAZA  
NEW YORK, NEW YORK 10020

HE HAS PERSONALLY EXAMINED THE FOLLOWING DESCRIBED PROPERTY:

ANDREW JERGENS PLANT  
FRANKLIN AVENUE  
TOWN OF BELLEVILLE  
ESSEX COUNTY, NEW JERSEY

AND THAT AS OF NOVEMBER 18, 1974,  
THE MARKET VALUE OF LAND AND IMPROVEMENTS  
MORE FULLY DESCRIBED HEREIN, WAS:

--- THREE MILLION SIX HUNDRED SIXTY-NINE THOUSAND DOLLARS ---

(\$3,669,000)

*168 Yards Adj. to  
1987 600 sq. ft.  
\$ 3,669,000*

DATE: 12/20/74

  
LYNFORD L. COLLINS, VICE PRESIDENT

CERTIFICATION, ASSUMPTIONS,  
LIMITING CONDITIONS, AND CONTINGENCIES

The appraiser(s) whose signature appears on the Certificate of Appraisal, does hereby certify that, except as otherwise noted in this appraisal report:

1. He has no present or contemplated future interest in the real estate that is the subject of this appraisal report.
2. He has no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
3. To the best of his knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
4. This appraisal report sets forth all of the limiting conditions imposed by the terms of the assignment or by the appraiser affecting the analyses, opinions, and conclusions contained in this appraisal report.
5. No one other than the appraiser prepared the analyses, conclusions, and opinions concerning real estate that are set forth in this appraisal report.

This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.

No responsibility is assumed by the appraiser for matters which are of legal nature, nor is any opinion on the title rendered herewith. Good title is assumed. Management is assumed to be competent and the ownership to be in responsible hands.

This property has been appraised as though free of liens and encumbrances, except as herein described.

The appraiser herein, by reason of this report, is not required to give testimony in court with reference to the property appraised, unless arrangements have been previously made therefore.

PURPOSE AND FUNCTION OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the land and improvements described herein as of November 18, 1974.

As used herein, market value may be defined as follows:

"The price which a well informed buyer acting-intelligently, voluntarily, and without necessity would be warranted in paying, and a well informed seller acting intelligently, voluntarily, and without necessity would be warranted in accepting for the property as of a certain date."

## LOCALITY

The subject property is situated on the north side of Franklin Avenue, at the intersection of Franklin Avenue and Mill Street in the Town of Belleville, Essex County, New Jersey.

Essex County is situated in the east central part of New Jersey, approximately eight miles west of New York City. Essex County is in a strategic location in the New York - New Jersey metropolitan region. Essex County represents a compact industrial and residential section of the state, covering an area of 127.44 square miles.

During the past decade, new industries have established themselves locally, bringing employment and increased income to its residents and communities. Essex County has only 1.5% of the land area of the state but provides 16.5% of all manufacturing employment, 25% of all non-manufacturing employment, and 47% of the employment in the fields of banking, insurance, and real estate.

Essex County, in addition to its industry and commerce, has many fine urban and suburban residential areas. Also, many fine shopping centers have been established throughout the county. The county is bordered on the east by the Passaic River and Newark Bay. The remaining boundaries include Passaic County to the north, Morris County to the west, and Union County to the south.

Belleville is located in the central portion of the county, with a total land area of 3.30 square miles. It is irregular in shape, with Nutley Borough to the north, Bloomfield to the west, and the City of Newark to the south. The east boundary is the Passaic River.

The population of Essex County was 923,545 in 1960 and increased to 932,299 in 1970. The increase of 8,754 represents a .9% increase from 1960 to 1970. The population of Belleville was 35,005 in 1960 and increased to 37,629 in 1970. The increase of 2,624 represents a 7.5% growth from 1960 to 1970.

Major highways passing through Essex County include the New Jersey Turnpike, the Garden State Parkway - a toll road limited to automobile traffic only, Interstate Route 80, Route 46, Route 22, and Route 21. Route 21 is a four lane highway passing along the east boundary of Belleville. Route 21 connects to Route 3 to the north. Travelling east on Route 3 connects to the New Jersey Turnpike at Interchange 16W, approximately five miles from the subject. Route 3 connects to Manhattan Island via the Lincoln Tunnel. Travelling south on Route 21 through Newark to Route 22 a distance of approximately five miles also connects to the New Jersey Turnpike at Interchange 14 where the Newark International Airport and Airport Newark are located. Travelling either the New Jersey Turnpike or the Pulaski Skyway connects to Manhattan Island via the Holland Tunnel.

There is main line and secondary trackage of the Erie-Lackawanna Railroad located in the town. There is no commuter service in Belleville. Newark has train service to Manhattan via Path and Penn Central trains. Belleville has excellent local bus service to surrounding communities.

The character of the immediate area is primarily residential with scattered commercial use. Located in the immediate area of the subject property is the Clara Maass Memorial Hospital, Essex County Geriatrics Center, the Branch Brook Park, and residential dwellings.

A sampling of existing industrial companies in Belleville as listed by the Industrial Directory of Essex County are as follows:

Westinghouse Electric Corporation, The Wallace and Tierman (Division of Pennwalt Corporation), Universal Foods, Inc., National Tube and Reel Corporation, Kimball Systems (A Division of Linton Industries), Kidde, Walter, and Company, Inc., Edison Battery Division (A Division of McGraw Edison Company).

The subject has an excellent location due to its close proximity to New York City and the New Jersey - New York metropolitan region.

In conclusion, the subject property has an excellent location in relation to highway networks, rail service, and location in relation to the large marketing area of the New York - New Jersey metropolitan area.

## ZONING

The subject property is zoned General Industrial. There is no land size requirement for this zone. A building can occupy 90% of the land area, subject to fire lanes. Ordinance Number 1902 contains a list of several types of industries which are not permitted in this zone. This general category applies to any trade, industry, or use which is noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise, vibration, or excessive light, so as to be dangerous or prejudicial to the public health, safety, or general welfare.

## UTILITIES

Public water is available to the subject property from a 12 inch main located along Franklin Street and an 8 inch main along Mill Street. The Town of Belleville has public sewers. Gas is available from a 3 inch main. Electric and telephone service are also available. Franklin Avenue and Mill Street are asphalt paved roadways with concrete curbing and sidewalks with storm drains.

## THE APPRAISAL PROBLEM

The appraisal problem is to estimate the fair market value of the subject property as of the appraiser's inspection, November 18, 1974. This is an appraisal of real property only and no manufacturing equipment is included in this appraisal. The industrial building is specialized in nature for the manufacture of various products for the cosmetic industry. It is specialized in that the main building was designed to meet the needs of the owners manufacturing process. The appraiser has considered all three approaches to arrive at an estimate of the value of the subject property.

The appraiser has investigated several industrial land sales to arrive at an estimate of value of the land. After the land value was determined, the appraiser has added the depreciated value of the improvements to arrive at an estimate of value by the cost approach. The appraiser has also made an extensive search for improved industrial sales similar to the subject property which were used in the market approach. The appraiser has also made an estimate of the economic rent for the subject property and arrived at an estimate of value by the income approach.

The subject's industrial building is special purpose in design. The building is irregular in shape with varying story heights and sections. The subject building will not be sold with its present use. Therefore, the value of the existing industrial building is dependent upon convertability to a prospective purchaser. The value of the subject property is based upon its use as a general purpose industrial building and not as a special purpose industrial. The constantly increasing proportion of industry today is general purpose and is housed in modern one story buildings, indicating functional obsolescence in the subject property's building.

I have estimated the functional obsolescence in the cost approach by estimating the reproduction cost of the present structure and also estimating the replacement cost of a similar, more modern one story structure having the same utility. The difference between the reproduction cost and replacement cost is the estimated functional obsolescence in the existing building.

## DESCRIPTION OF THE SUBJECT PROPERTY

### Land

The subject property has a total land area of 23.3739 acres ±. The Town of Belleville's tax map indicates two separate blocks and lots. Block 685, Lot 1 contains 22.9134 acres and Block 695, Lot 23 contains 0.4605 acre.

The parcel indicated as Block 685, Lot 1 has approximately 1,352 feet of frontage on Franklin Avenue, 825 feet of frontage on Mill Street, and approximately 174 feet of frontage on Montgomery Place.

The second parcel indicated as Block 695, Lot 23 has approximately 180 feet of frontage on Montgomery Place and 98 feet of frontage on Mill Street.

The property is generally level and varies from being at grade along Franklin Avenue to a little above grade. The frontage adjacent to Mill Street ranges from being at grade to slightly above grade. (Please refer to the enclosed Property Plat.)

### Improvements

The building improvements on the property consist of the plant, the powerhouse, and the gatehouse.

The original plant was constructed in 1940 and 1941 with additional warehouse area constructed in 1945. This building is a steel frame structure on a concrete foundation. The exterior walls are face brick and glass brick. The interior walls are hollow tile. The roof is flat, built-up, four ply asphalt with crushed stone covering over poured concrete.

The various sections of the building range in height from one story to four stories. The building has two basement areas. One is utilized as a parking garage. The second is utilized as a shop area and equipment room. The ceiling heights in the office areas is ten feet. The production and warehousing area ceiling heights are 15 feet clear and 19 feet to the roof. The column spacings throughout are 20 feet. The entire structure is sprinklered.

The first floor of the building is divided into the lobby - reception area, shipping department, cream and lotion packaging, perfume packaging and label room, powder packaging, raw material storage, and receiving department.

The lobby - reception area is divided into a lobby and small receptionist's room. The flooring is Travertine Field with marble border. The walls are Flexwood and the ceiling is suspended plaster.

The shipping department is divided into the storage area and truck loading facilities. The shipping department has reinforced concrete flooring, unfinished walls, and a suspended plastered ceiling. The shipping dock area has reinforced concrete flooring and unfinished walls and ceilings. The shipping dock accommodates three 40 foot trailers and one smaller trailer with automatic dock leveler. The overhead doors are electrically operated.

The shipping department has a small office area with Terrazzo flooring, unfinished walls, and a suspended ceiling.

The cream - lotion and packaging area has wood flooring over concrete. The walls are a combination of glazed tile and unfinished. The ceiling is suspended plaster. The perfume packaging and label room has wood flooring over concrete. The interior partitions are metal with glass windows. The ceiling is suspended plaster. This department has a small office area with wood flooring, metal partitions, and a suspended plastered ceiling.

The powder packaging area has tile flooring, glazed tile walls, and metal with glass partition dividing walls. The ceiling is suspended plaster.

The raw materials area is divided into storage, railroad receiving area, and truck receiving area. The material storage and truck receiving areas each have reinforced concrete flooring and unfinished walls and ceilings. This truck receiving area has three docks and the structure can accommodate three 40 foot trailers. The railroad receiving section has two sets of rail approximately 65 feet in length with bumpers and concrete platforms on each side. The walls and ceilings throughout this area are unfinished. This area is also served by an outside elevated concrete platform.

The second floor is divided into office areas, dining room, cafeteria, kitchen, locker rooms, first aid room, lab, storage room, powder manufacturing area, and the cream and lotion manufacturing area.

The office area consists of seven private offices with both linoleum flooring and wall to wall carpeting. The ceilings throughout are suspended plaster. The walls are also plastered.

There is a large general office area with linoleum flooring, plastered walls, and acoustical ceiling. Located in this area is the vault with linoleum flooring, glazed tile walls, and a concrete slab ceiling and floor.

The conference room and manager's office each have wall to wall carpeting, paneled walls, and acoustical tile ceilings. Adjacent to the office area are two locker rooms with Terrazzo flooring, glazed tile walls, and suspended plaster ceilings.

The dining room has Terrazzo flooring, acoustical ceiling, and glazed tile walls. The kitchen has quarry tile flooring, acoustical ceiling, and glazed tile walls. The cafeteria has Terrazzo flooring, glazed tile walls, and acoustical ceiling. This section of the building has two men's locker rooms and one women's. Each locker room has Terrazzo flooring, painted utility block walls, and suspended plastered ceilings. The men's locker room has three wash fountains, one shower room with four showerheads, and two bathrooms with one water closet and one urinal and two water closets and one urinal respectively. The women's locker room has two wash fountains and one toilet room consisting of four water closets.

The first aid room has Terrazzo flooring, suspended plastered ceiling, and painted utility block walls. The lab and two storage rooms have Terrazzo floor covering, suspended ceilings, and painted utility block walls.

The powder manufacturing area has concrete flooring, glazed tile walls, and suspended plastered ceiling. The cream and lotion manufacturing area has concrete and quarry tile flooring, glazed tile walls, and a suspended plastered ceiling.

The third floor is divided into a conference room, powder manufacturing area, lotion manufacturing area, and storage area. The conference room has linoleum flooring, suspended acoustical ceiling, and plastered walls. The powder manufacturing area has a tile floor, glazed tile walls, and suspended plastered ceiling.

The lotion manufacturing area has quarry tile flooring, glazed tile walls, and a suspended plastered ceiling. The storage area has concrete flooring, suspended plastered ceiling, and glazed tile walls.

The fourth floor over the front tower houses the air conditioning equipment. This room has concrete floors, utility block walls, and unfinished ceiling. The fourth floor area in the second tower is the tank room. This room has a concrete floor, utility block walls, and an unfinished ceiling.

The two basement areas consist of the parking garage, with an area of 6,490 square feet, and the service basement area, having an area of 9,396 square feet. The basement garage has reinforced concrete flooring and unfinished walls and ceilings. The service basement has reinforced concrete flooring, unfinished walls, and an unfinished ceiling. Located in the service basement area is a cold storage room of block construction with the interior insulated with four inches of cork.

The building is serviced by three elevators. Elevator #1 is a passenger elevator located in the front section of the building with a capacity of 1,000 pounds. The second elevator is located in the central section and has a capacity of 2,500 pounds. The third elevator is for raw materials and has a capacity of 12,000 pounds.

There are approximately eleven toilet rooms located throughout the plant. All toilet rooms have Terrazzo flooring, glazed tile walls, the suspended plastered ceilings.

The building has steam heat throughout and approximately 44,000 square feet of the building is air conditioned. The electrical power to the building is 2,000 amperes, 460 volts, three phase.

The powerhouse is located on the east portion of the property adjacent to Mill Street. This structure was built in 1941 and is of block construction with a flat, built-up roof. The interior is generally unfinished with painted walls. Located in the building are the heating boilers. One is a 185 horsepower, 8,000 pounds per hour at 100 pounds per square inch oil fired unit. The other boiler is a 1,600 horsepower, 55,000 pounds per hour at 495 pounds per square inch oil fired unit. (This unit originally burned pulverized coal and was converted to oil.) Also located in the building is a fire pump and adjacent to the building is a 100,000 gallon suction tank.

The gatehouse is a block structure on a concrete foundation. The roof is flat, built-up. The interior has tile flooring, plastered ceiling, and plastered and unfinished walls.

Other improvements on the subject property consist of 1,050 lineal feet of railroad siding with one switch and two bumpers. Surrounding the property is approximately 4,843 lineal feet of chain link and iron fencing. The parking areas and driveways consist of approximately 55,000 square feet of asphalt and concrete paving.

Miscellaneous improvements include landscaping, lawn sprinklers, and exterior lighting.

### Depreciation

The subject property's buildings were constructed in 1940 and 1945. Very good quality materials and excellent workmanship were used in the construction of the buildings. The buildings are in good condition today.

The appraiser has applied physical incurable. This is based upon the effective age and remaining economic life of the building. The appraiser has also applied functional incurable obsolescence. This obsolescence was calculated by the difference between the reproduction cost of the plant as it is and the replacement cost of a modern one story building having the same utility. The hypothetical replacement building is square in shape. Efficiency of use and resulting desirability arise as the structure approaches the figure of a square. The replacement building also reflects the change to more modern building materials used in constructing industrial buildings today.

### ASSESSMENT AND TAXES

<u>1974</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>	<u>Base Tax Rate/\$100</u>
Block 685, Lot 1	\$811,800	\$1,485,200	\$2,297,000	\$6.27
Block 695 Lot 23	<u>\$ 21,100</u>	<u>0</u>	<u>\$ 21,100</u>	
	\$832,900	\$1,485,200	\$2,318,100	

The 1974 taxes were \$145,344.

### HIGHEST AND BEST USE

The highest and best use is defined as the most profitable, likely, and available use to which the property can be put.

It is my opinion that the current use of the subject property as industrial represents the maximum utility of the site.

#### THE COST APPROACH

On the following pages is an estimate of the subject property's land value based upon industrial land sales of industrially zoned land in the subject area.

The following pages also include a cost estimate using the Marshall and Swift Valuation Service.

**MARKET DATA APPROACH**  
**LAND VALUE - SUBJECT 23.3739 ACRES**

Sale Date	Seller & Purchaser	Book & Page	Location	Acre Size	Sale Price Total	Per Acre
1.	James Bonnano to	5801	S/S Commerce Road Carlstadt, N. J.			
8/7/73	Marcel Linden Baum	48	Bergen County	1.437	\$175,000	\$121,781
2.	Stella D'Oro Biscuit Co. to	5769	E/S Washington Avenue Carlstadt, N. J.			
5/2/73	Folgan Company	151	Bergen County	1.488	\$115,000	\$77,281
3.	Distribution & Export Merchandising, Inc. to	3133	Statue of Liberty Drive Jersey City, N. J.			
12/13/72	Robert M. Wolf	598	Hudson County	7.5	\$450,000	\$60,100
4.	Peter W. Kero to	5561	W/S Washington Avenue Carlstadt, N. J.			
8/26/74	Russo Develop. Corp.	418	Bergen County	12.42	\$860,000	\$69,354
5.	E. O. & G. Realty Company to	4455	SE/S Main Street Belleville, N. J.			
9/14/73	George F. Rohde	620	Essex County	6.157	\$400,000	\$64,967
6.						
7.						
8.						

% Comparison with subject property as to adjustments for:

Sale No.	Location	Time	Size	Shape and Topography	Subject by Comparison	Indicated Value of Subject Property
1.	0	+10%	-10%	0	100%	\$121,781/Acre
2.	0	+15%	-10%	0	105%	\$81,149/Acre
3.	0	+20%	- 5%	0	115%	\$69,115/Acre
4.	0	0	- 5%	+10%	105%	\$72,822/Acre
5.	+10%	+10%	- 5%	+10%	125%	\$81,209/Acre
6.						
7.						
8.						

Based upon the Market Data Approach, it is the appraiser's opinion that the  
**FAIR MARKET LAND VALUE** of subject property as indicated by Similar Sales is \$ 85,000/Acre

23.3739 Acres ± @ \$85,000/Acre = \$1,986,782 Say \$1,987,000

## LAND VALUE - CORRELATION

Sale Number 1 is located approximately five miles north of the subject on the south side of Commerce Road, Carlstadt, New Jersey. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustment. A minus adjustment has been made for land size to reflect the higher cost per unit for smaller parcels like the sale property. The appraiser has considered the shape and topography of both the subject and sale to be comparable and has made no adjustment. A plus adjustment has been made for time to reflect the increase in property values since the date of this sale.

Sale Number 2 is located approximately five miles north of the subject property on the east side of Washington Avenue in Carlstadt, New Jersey. The appraiser has considered both the location of the subject and sale properties to be comparable and has made no adjustment. The appraiser has made a minus adjustment for size to reflect the higher cost per unit for smaller parcels. The appraiser has considered the shape and topography to be comparable and has made no adjustment. A plus adjustment for time has been made to reflect the increase of property values since the date of this sale.

Sale Number 3 is located approximately five miles east of the subject property on Statue of Liberty Drive in Jersey City, New Jersey. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustments. A minus adjustment has been made to reflect the higher cost per unit for smaller parcels. The appraiser has considered the shape and topography of both the sale and subject properties to be comparable and has made no adjustment. A plus adjustment has been made to reflect the increase in property value since the date of this sale.

Sale Number 4 is located approximately five miles north of the subject property on the west side of Washington Avenue, Carlstadt, New Jersey. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustments. A plus adjustment for shape and topography has been made to reflect the inferior topography as compared to the subject property. A minus adjustment for size has been made to reflect the higher cost per unit for smaller parcels. No time adjustment has been made as this is a recent sale.

Sale Number 5 is located approximately one-half mile north of the subject property on the southeast side of Main Street in Belleville, New Jersey. The appraiser has considered the location of this sale as compared to the subject property to be inferior and has made a

plus adjustment. The appraiser has also considered the shape and topography of the subject property to be superior to the sale and has made a plus adjustment. A minus adjustment has been made for size to reflect the higher cost per unit for smaller parcels. A plus adjustment has been made for time to reflect the increase in property values since the date of this sale.

#### Correlation

Based on the above sales, I have selected a value of \$85,000 per acre for the subject property. The value indicated by the comparable land sales range from a low of \$69,115 per acre to a high of \$121,781 per acre. I have relied most heavily on Sale Number 5. This sale is located in the Town of Belleville and is in the industrial zone. The remaining sales are located outside of Belleville and well support the value selected.

COST APPROACH

PLANT BUILDING (Includes Powerhouse)

Reference - Marshall and Swift Valuation Service  
Section 14, Page 11, Class B - Good

First Floor Area = 102,339 Square Feet

Base Cost = \$22.72/Sq.Ft.

Perimeter Multiplier = .941

\$21.38/Sq.Ft.

Height Multiplier = 1.110

Adjusted Base Cost - First Floor = \$23.73/Sq.Ft.

102,339 Square Feet @ \$23.73/Square Foot = \$2,428,504

Second Floor Area = 27,796 Square Feet

Base Cost = \$22.12/Sq.Ft.

Perimeter Multiplier = .941

\$20.81/Sq.Ft.

Height Multiplier = 1.020

Adjusted Base Cost-Second Floor = \$21.23/Sq.Ft.

27,796 Square Feet @ \$21.23/Square Foot = \$ 590,109

Third Floor Area = 11,156 Square Feet

Base Cost = \$22.12/Sq.Ft.

Perimeter Multiplier = .941

\$20.81/Sq.Ft.

Height Multiplier = 1.020

Adjusted Base Cost - Third Floor = \$21.23/Sq.Ft.

11,156 Square Feet @ \$21.23/Square Foot = \$ 236,842

Fourth Floor Area = 4,280 Square Feet

Base Cost = \$23.67/Sq.Ft.

Perimeter Multiplier = .941

\$22.27/Sq.Ft.

Height Multiplier = 1.020

Adjusted Base Cost-Fourth Floor = \$22.72/Sq.Ft.

4,280 Square Feet @ \$22.72/Square Foot = \$ 97,242

Powerhouse Area = 3,600 Square Feet

Base Cost = \$22.12/Sq.Ft.

Perimeter Multiplier = .941

\$20.81/Sq.Ft.

Height Multiplier = 1.020

Adjusted Base Cost - Powerhouse = \$21.23/Sq.Ft.

3,600 Square Feet @ \$21.23/Square Foot = \$ 76,428

Basement Area = 9,396 Square Feet

9,396 Square Feet @ \$13.08/Square Foot = \$ 122,900

Basement Parking Garage Area = 6,490 Square Feet

6,490 Square Feet @ \$12.36/Square Foot = \$ 80,216

Base Cost = \$3,632,241

\$3,632,241

Additions and Deductions:

Deduct Heating Difference From Base

165,057 Sq.Ft. @ \$.50/Sq.Ft. = -\$82,529

Deduct Air Conditioning From Base

121,024 Sq.Ft. @ \$.65/Sq.Ft. = -\$78,666

Add Sprinkler

165,057 Sq.Ft. @ \$.53/Sq.Ft. = +\$87,480

Total Adjustments = -\$ 73,715

Base Cost @ Index 100 = \$3,558,526

Time - Location Multiplier (.99 x 1.11) = .99

\$3,522,941

1.11

Reproduction Cost = \$3,910,465

Less Depreciation:

Physical Incurable (33%)

(Effective Age - 15 Years,  
Remaining Economic Life - 30 Years) -\$1,290,453

\$2,620,012

\* Functional Incurable Obsolescence = -\$ 986,815

Depreciated Value = \$1,633,197

SAY \$1,633,200

# GATEHOUSE

Reference - Marshall and Swift Valuation Service  
Section 14, Page 14

Base Cost = \$10.64/Square Foot

120 Square Feet @ \$10.64/Square Foot =	\$ 1,277
Time - Location Multiplier (.99 x 1.11)	<u>.99</u>
	\$ 1,264
	<u>1.11</u>

Replacement Cost =	\$ 1,403
--------------------	----------

Less Depreciation:

Physical Incurable (33%) =	<u>-\$ 463</u>
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(Effective Age - 15 Years,  
Remaining Economic Life - 30 Years)

Depreciated Value =	\$ 940	SAY	\$ 900
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## RAILROAD SIDING

1,050 L.F. @ \$19.00/L.F. =	\$19,950
2 Bumpers @ \$650/Each =	\$ 1,300
1 Switch @ \$2,300 =	<u>\$ 2,300</u>

Base Cost =	\$23,550
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Time - Location Modifier	
(1.01 x 1.11)	<u>1.11</u>

Replacement Cost =	\$28,494
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Less Depreciation:

Physical Incurable (50%) =	<u>-\$14,247</u>
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Depreciated Value =	\$14,247	SAY	\$ 14,200
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FENCING

4,843 L. F. @ \$3.06/L. F. =	\$14,820	
Time - Location Multipliers (1.11 x 1.11)	<u>1.11</u>	
	\$16,450	
	<u>1.11</u>	
Replacement Cost =	\$18,260	
Less Depreciation:		
Physical Incurable (50%) =	<u>-\$ 9,130</u>	
Depreciated Value =	\$ 9,130	SAY \$ 9,100

PAVING

(Concrete and Asphalt) (Estimated) =	\$ 10,000
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LANDSCAPING, SPRINKLERS, ETC.

(Estimated) =	<u>\$ 15,000</u>
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TOTAL IMPROVEMENTS =	\$1,682,400
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PLUS: LAND VALUE =	<u>\$1,987,000</u>
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TOTAL PROPERTY VALUE =	\$3,669,400
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SAY =	\$3,669,000
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# COST APPROACH SUMMARY

	<u>Replacement Cost</u>	<u>Depreciation</u>	<u>Depreciated Value</u>
Main Plant and Powerhouse	\$3,910,465	\$2,277,265	\$1,633,200
Gatehouse	\$ 1,403	\$ 503	\$ 900
Railroad Siding	\$ 28,494	\$ 14,294	\$ 14,200
Fencing	\$ 18,260	\$ 9,160	\$ 9,100
Paving (Estimated)			\$ 10,000
Landscaping, Sprinkler, Etc. (Estimated)			<u>\$ 15,000</u>
Total Improvements =			\$1,682,400
Plus: Land Value =			<u>\$1,987,000</u>
Total Property Value =			\$3,669,400
SAY =			\$3,669,000

## FUNCTIONAL OBSOLESCENCE

The functional obsolescence was calculated by replacing the main plant structure with a modern one story building having the same total floor area. The hypothetical building has two sections. One section has all manufacturing, shipping, and storage and has a ceiling height of 19 feet. The other section houses the offices, locker rooms, cafeterial, etc. and has a ceiling height of ten feet. The entire building is sprinklered. The same areas of the existing structure is air conditioned. The difference between the reproduction cost of the existing building and the replacement cost of a like utility is the functional obsolescence.

Reference - Marshall and Swift Valuation Service  
Section 14, Page 12, Class D, Very Good

Section 1 Area = 141,057 Square Feet

Base Cost = \$17.95/Sq.Ft.

Perimeter Multiplier = .863  
\$15.49/Sq.Ft.

Height Multiplier = 1.110

Adjusted Base Cost - Section #1 = \$17.19/Sq.Ft.

141,057 Square Feet @ \$17.19/Square Foot = \$2,424,770

Section 2 Area = 24,000 Square Feet

Base Cost = \$17.95/Sq.Ft.

Perimeter Multiplier = .863  
\$15.49/Sq.Ft.

Height Multiplier = .921

Adjusted Base Cost - Section #2 = \$14.27/Sq.Ft.

24,000 Square Feet @ \$14.27/Square Foot = \$ 342,480

Base Cost = \$2,767,250

Additions and Deductions:

Deduct Heating and Air Condition from Base

165,057 Sq.Ft. @ \$2.50/Sq.Ft. = -\$412,643

Add Heating

165,057 Sq.Ft. @ \$1.15/Sq.Ft. = +\$189,816

Add Air Conditioning

44,033 Sq.Ft. @ \$.65/Sq.Ft. = +\$28,621

Add Sprinklers

165,057 Sq.Ft. @ \$.53/Sq.Ft. = +\$87,480

Total Additions =

-\$ 106,726

\$2,660,524

Time - Location Multipliers (.99 x 1.11)

.99

\$2,633,919

1.11

Replacement Cost =

\$2,923,650

Reproduction Cost = \$3,910,465

Replacement Cost = -\$2,923,650

Functional Obsolescence = \$ 986,815

MARKET DATA APPROACH - IMPROVED

I have made an extensive search for recent sales of comparable industrial buildings in New Jersey. Several sales were investigated, and I have used six of those sales which are somewhat comparable to the subject property. The unit of comparison utilized is the sale price per square foot of building area.

**MARKET DATA APPROACH  
IMPROVED**

Sale Date	Seller & Purchaser	Book & Page	Location	Building		Sale Price Total	Per Sq.
				Square Foot Size			
1.	Whitehead Metals, Inc.		S/S Milik Street				
	to United States	2839	Carteret, N. J.				
1/24/74	Filter Corporation	934	Middlesex Co.	96,000	\$1,450,000	\$15.	
2.	Mead Corporation		S/S Woodbridge Avenue				
	to	2783	Edison Twp., N. J.				
8/28/72	69th St. Realty Corp.	37	Middlesex Co.	188,000	\$2,150,000	\$11.	
3.	Alcoa Castings Company		Turnpike & I-287				
	to	2792	Edison Twp., N. J.				
11/17/72	W. R. Grace Prop., Inc.	165	Middlesex Co.	263,000	\$2,500,000	\$9.	
4.	Standard Pressed Steel		N/S Route 523				
	to	747	Raritan Twp., N. J.				
7/13/71	James J. Crowe	244	Hunterdon Co.	280,349	\$2,550,000	\$9.	
5.	Curtis-Wright Corp.		Slater Drive				
	to	5603	E. Paterson, N. J.				
1/5/72	Asia Corporation	51	Bergen Co.	500,000	\$3,995,500	\$7.	
6.	Johns-Manville Products		E/S Finderne Avenue				
	to	1289	Bridgewater Twp., N. J.				
10/15/73	National Starch	58	Somerset Co.	367,686	\$3,500,000	\$9.	
7.	and Chemical Corporation						

8.

% Comparison with subject property as to adjustments for:

Sale No.	Location	Land	Buildings	Time	Subject By Comparison	Indicated Value of Subject Property
1. - I	0	+30%	+30%	0	160%	\$24.16/Sq. Ft
2. - I	0	+10%	+10%	+20%	140%	\$16.02/Sq. Ft
3. - I	0	0	0	+20%	120%	\$11.40/Sq. Ft
4. - I	0	0	0	+30%	130%	\$11.82/Sq. Ft
5. - I	0	0	0	+30%	130%	\$10.39/Sq. Ft
6. - I	0	0	0	+10%	110%	\$10.47/Sq. Ft
7.						
8.						

Based upon the Market Data Approach, it is the appraiser's opinion that the

MARKET

VALUE of subject property as indicated by Similar Sales is \$ 21.00/Square Foot

165,057 Square Feet @ \$21.00/Square Foot = \$3,466,197 Say \$3,466,000

## COMPARABILITY ANALYSIS

Sale Number 1 is located on the south side of Milik Street in Carteret, New Jersey. The building has a total floor area of 96,000 square feet and is on 8.7 acres of land. The appraiser has considered the location of the subject and sale properties to be comparable and has made no adjustments. The appraiser has made a plus adjustment for land to reflect the difference in size. The appraiser has made a plus adjustment for buildings. The subject property's building has approximately 165,000 square feet of floor area and the quality of construction of the subject property is superior to that of the sale property. No time adjustment has been made as this is a recent transfer.

Sale Number 2 is located on the south side of Woodbridge Avenue in Edison Township, New Jersey. The building has a total floor area of 188,000 square feet and is on 17.4 acres of land. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustment. The appraiser has made a plus adjustment for land to reflect the superior size of the subject property. The sale property's building is approximately the same size as the subject property; however, the appraiser has considered the quality of the subject to be superior to that of the sale and has made a plus adjustment. A plus adjustment for time has been made to reflect the increase in property values since the date of this sale.

Sale Number 3 is located at the intersection of the New Jersey Turnpike and Interstate Route 287 in Edison Township, New Jersey. The building has a total floor area of 263,000 square feet and a land area of 61.7 acres. The appraiser has considered the location of both the subject and sale properties to be comparable. The sale property is larger in total land area; however, the shape and topography of the sale property's land is inferior to the subject. Therefore, no adjustment for land has been made. The building on the sale property is larger in total area; however, the quality of the building is inferior as compared to the subject property. A plus adjustment has been made for time to reflect the increase in property values since the date of this sale.

Sale Number 4 is located on the north side of Route 523 in Raritan Township, New Jersey. The building has a total floor area of 280,349 square feet and a land area of 44.61 acres. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustments. The buildings on the sale property are larger in total square footage as compared to the subject property; however, the subject property's building is of

superior quality and construction as compared to the sale property, therefore, offsetting any adjustment. A plus adjustment has been made for time to reflect the increase in property values since the date of the sale.

Sale Number 5 is located on Slater Drive in East Paterson, New Jersey. This plant has a total floor area of 500,000 square feet and is located on approximately 41 acres. The appraiser has considered the location of both the subject and sale properties to be comparable and has made no adjustment. No adjustment has been made for buildings. The subject property is smaller in total square footage; however, the quality and condition is superior to that of the sale property. A plus adjustment has been made for time to reflect the increase in property values since the date of this sale.

Sale Number 6 is located on the east side of FINDERNE Avenue, Bridgewater Township, New Jersey. The sale property's buildings have a total floor area of approximately 367,000 square feet and is located on 82 acres of land. The buildings on the sale property are larger in total area; however, the appraiser has considered the quality of the subject property to be superior to that of the sale, offsetting any adjustment. A plus adjustment has been made for time to reflect the increase of property values since the date of this sale.

#### Correlation

The range of value indicated after adjustments to the subject property is from a low of \$10.39 per square foot to a high of \$24.16 per square foot. Based on the above sales, I have selected \$21.00 per square foot for the subject property. The subject property's floor area of 165,057 square feet at \$21.00 per square foot equals \$3,466,197 rounded to \$3,466,000.

## INCOME APPROACH

I have contacted several brokers active in both industrial sales and industrial leasing. All brokers expressed the difficulty in leasing this type of property. They also stated that they know nothing comparable to this property. The brokers in general felt that the space could be rented for somewhere between \$2.00 per square foot to \$2.50. I have selected a rental of \$2.25 per square foot which indicates a gross economic income of \$371,378 per year. This income is on the net-net basis. I have not deducted any vacancy or credit loss because it is my opinion that a property such as the subject would be rented on a long term lease.

In arriving at an overall capitalization rate, I felt that a mortgage for 75% of the property value can be obtained for a term of approximately 25 years at an interest rate of 9-1/2%. Equity capital requirements in the property such as the subject property would require a cash on cash return of 12% in the market.

### Summary

#### Gross Economic Income

165,057 Sq. Ft. @ \$2.25/Sq. Ft. = \$371,378

Less Vacancy and Credit Loss, Expenses = 0

Net Income Before Debt Service = \$371,378

\*\* 75% Mortgage @ .1048436 Constant = .0786

25% Equity @ 12% Annual Dividend = .0300

Overall Capitalization Rate = .1086

#### Net Income Before Debt Service

\$371,378 - .1086 = \$3,419,687 Say \$3,420,000

\$3,420,000 Equals Market Value as of November 18, 1974.

\*\* 9-1/2% Interest - 25 Year Term

#### CORRELATION OF VALUES

Cost Approach.....	\$3,669,000
Market Data Approach.....	\$3,466,000
Income Approach.....	\$3,420,000

Based on a careful analysis of the above approaches to value, it is the appraiser's opinion that the market value of the subject property is \$3,669,000.

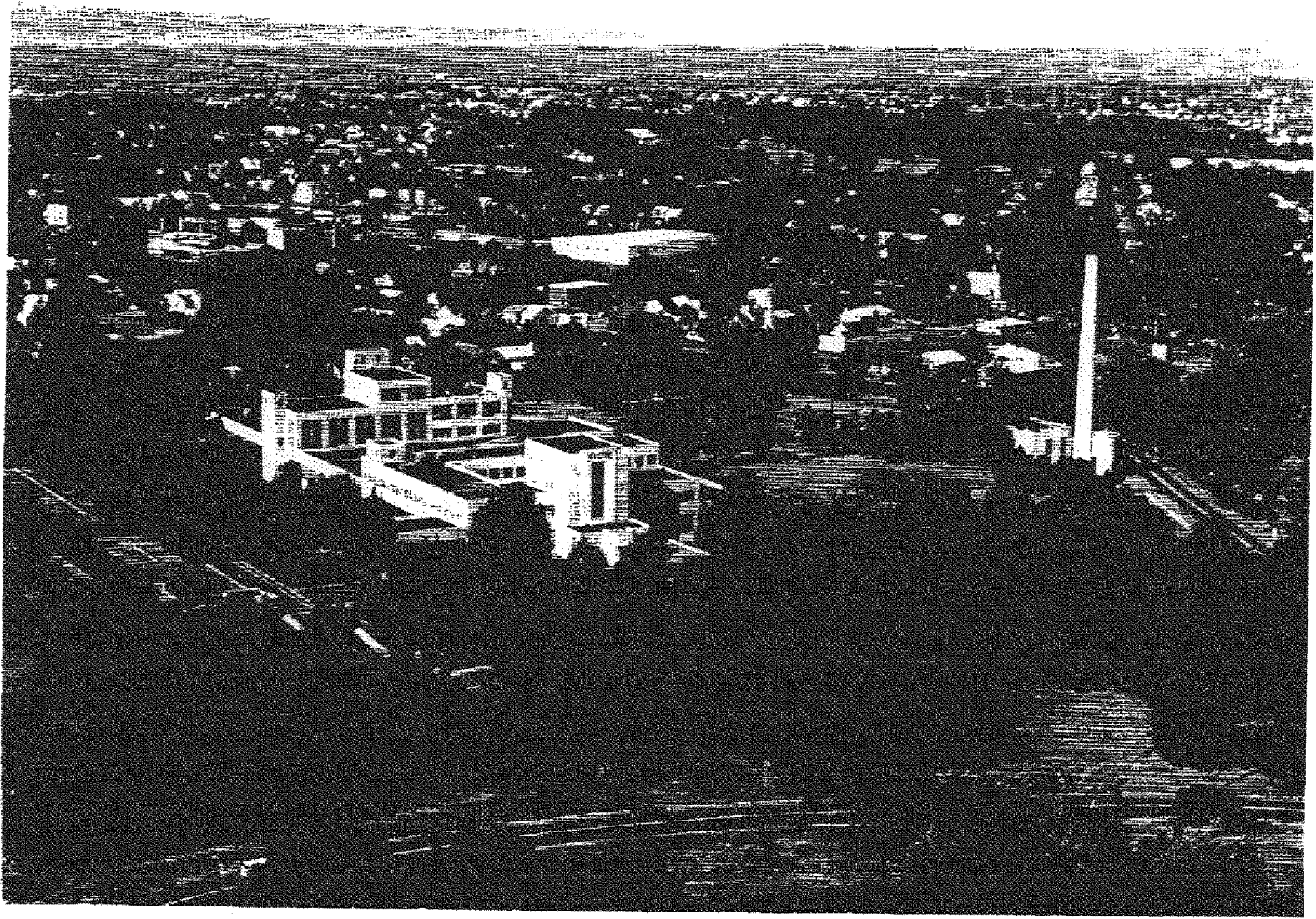
In making this selection, the appraiser has relied most heavily on the cost approach. The cost approach gives a detailed breakdown of land and improvements. The appraiser was also able to estimate the amount of functional obsolescence by the cost approach.

In the market approach, sales are various special purpose industrial buildings. None of the sale buildings have the same design and are not utilized in a use similar to the subject. Several of the sale buildings were used for a different purpose after they were sold. One sale was converted from a special purpose type building for one user into a general industrial building with multiple tenants. The market data approach indicates a substantial reduction in value due to functional obsolescence when a special purpose property is sold for another use.

The income approach is weak due to the fact that special purpose industrial buildings do not normally rent. It is difficult to find a tenant for that large an area. I have used the income approach merely to support the cost approach.

A D D E N D U M

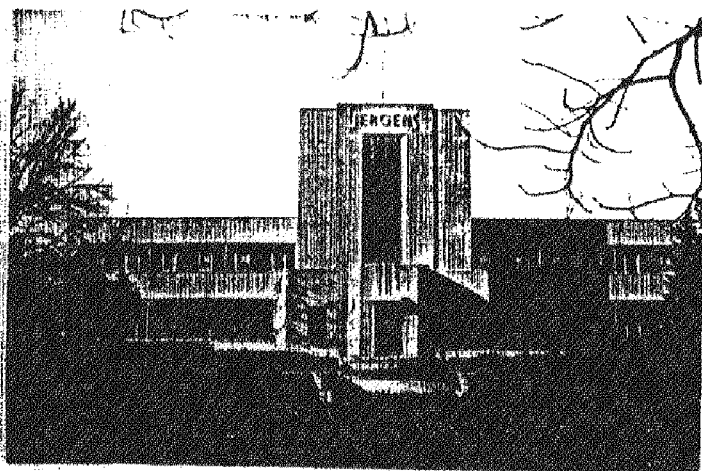
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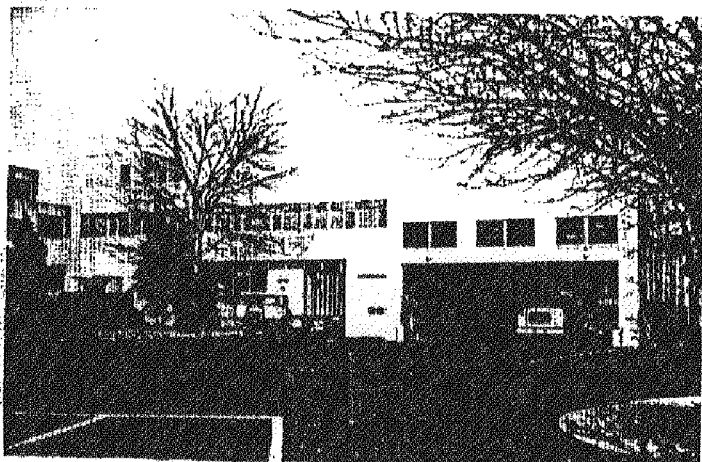
PHOTOS OF THE SUBJECT PROPERTY

841280095

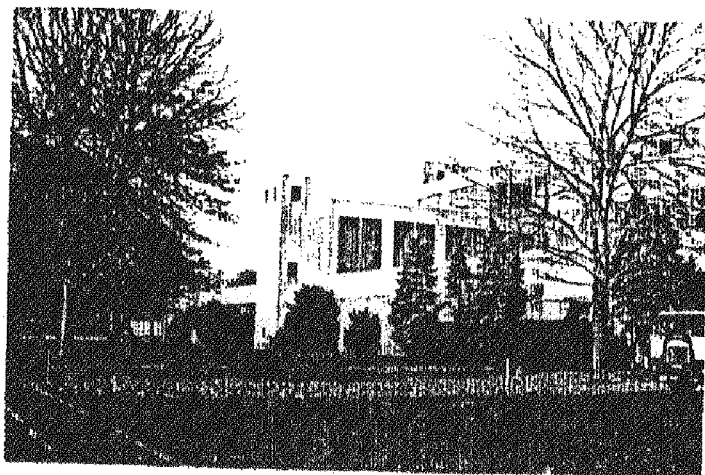
PHOTOS OF THE SUBJECT PROPERTY



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co.  
Address: Belleville, N. J.  
Subject: Main Building  
- South Side  
Looking: North

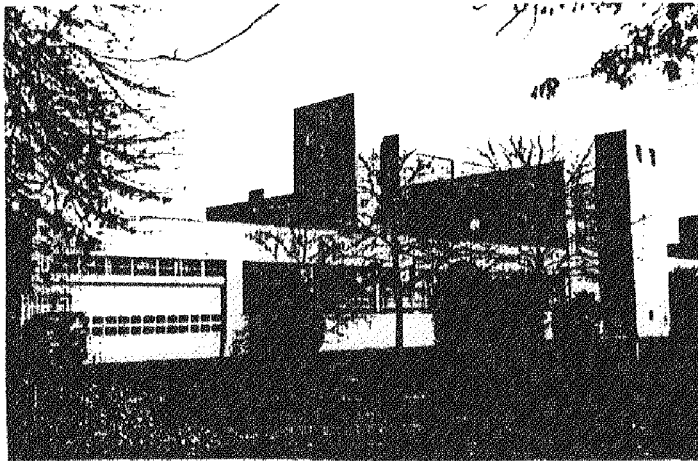


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co.  
Address: Belleville, N. J.  
Subject: Main Building  
- West Side  
Looking: Northeast

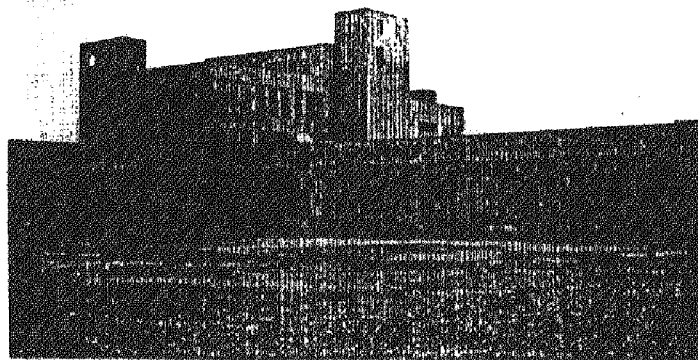


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co.  
Address: Belleville, N. J.  
Subject: Main Building  
- West Side  
Looking: Northeast

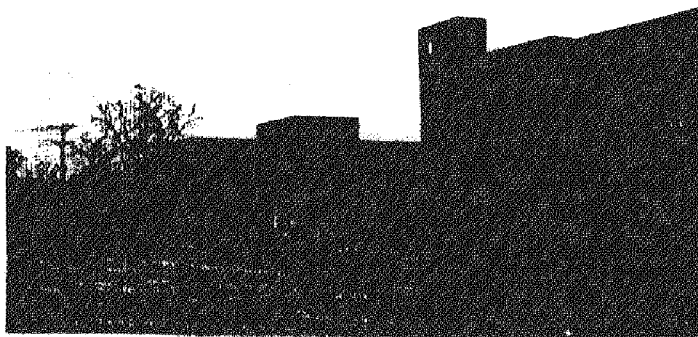
PHOTOS OF THE SUBJECT PROPERTY



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Main Building  
- West Side  
Looking: East

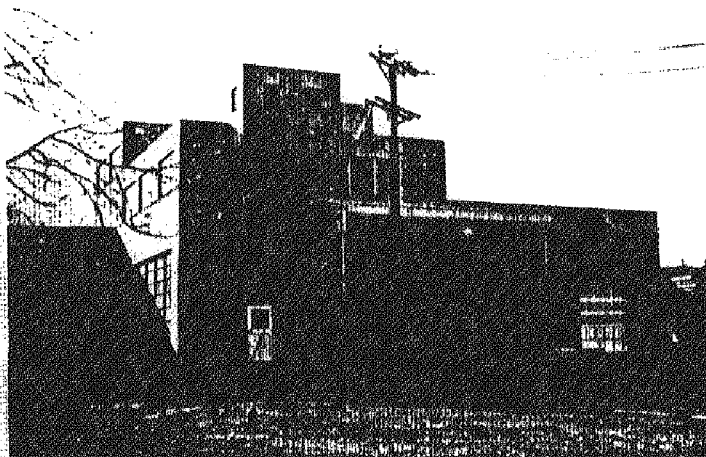


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Main Building  
- East Side  
Looking: Southwest

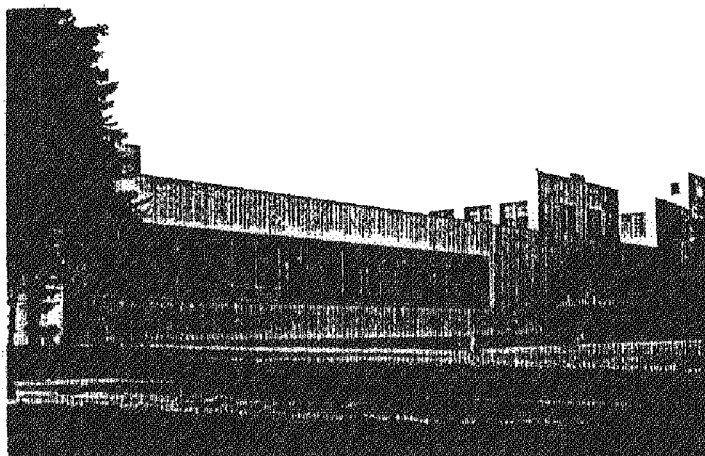


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Main Building  
- East Side  
Looking: Southwest

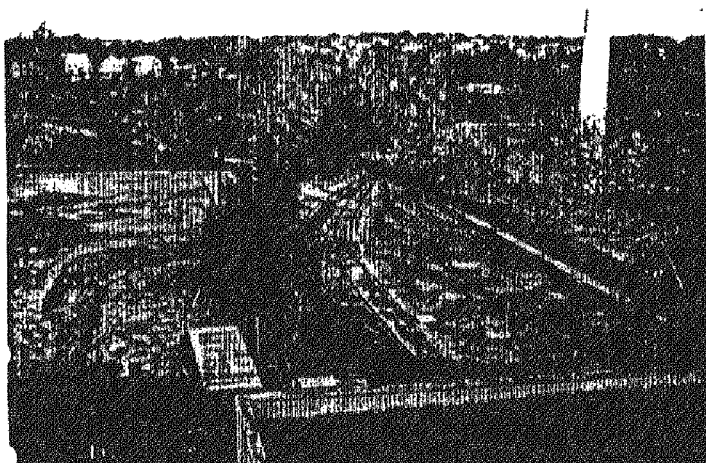
PHOTOS OF THE SUBJECT PROPERTY



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens C  
Address: Belleville, N. J.  
Subject: Main Building  
- East Side  
Looking: Southwest

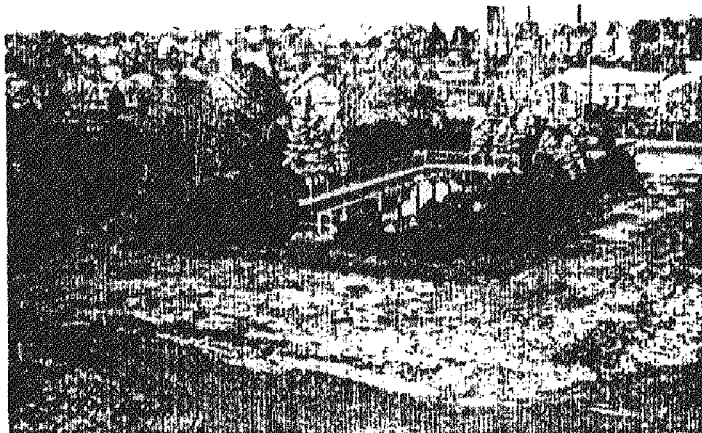


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Main Building  
- East Side  
Looking: Northwest

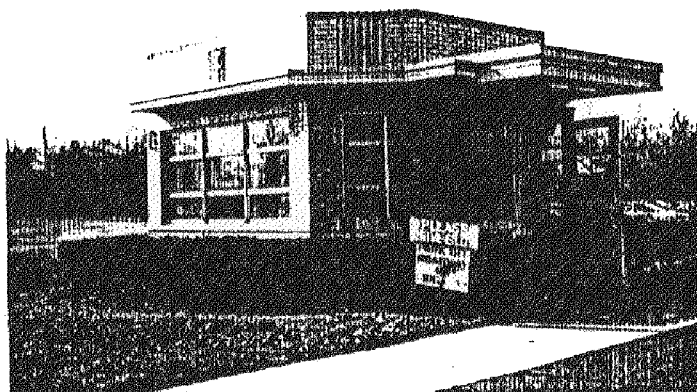


Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Railroad Siding  
Looking: East

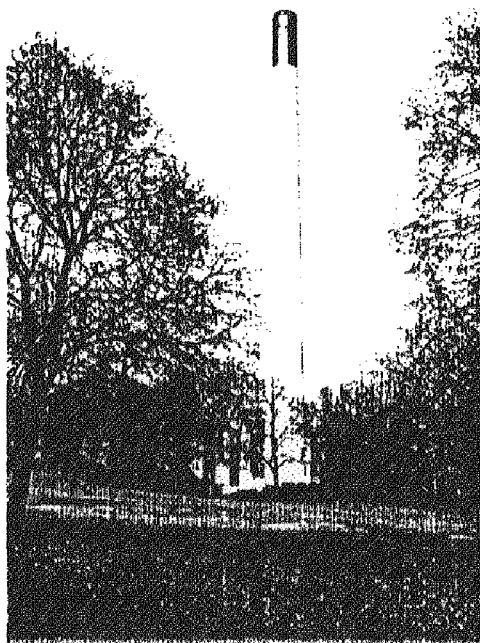
PHOTOS OF THE SUBJECT PROPERTY



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Spray Pond  
Looking: North



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co  
Address: Belleville, N. J.  
Subject: Gatehouse  
Looking: Northwest



Date Taken: 11/18/74  
By: Richard J. Vinchur  
Property of Andrew Jergens Co.  
Address: Belleville, N. J.  
Subject: Powerhouse  
Looking: East

## AREA CALCULATIONS

### First Floor

$$13.5' \times 43' + 26.5' \times 50' - 9' \times 4' + 7' \times 17' - 6.25' \times 2' = 1,977 \text{ Sq.Ft.}$$

$$42' \times 51' + 13.5' \times 40' = 2,682 \text{ Sq.Ft.}$$

$$162' \times 204' = 33,048 \text{ Sq.Ft.}$$

$$204' \times 98' + 162' \times 18' = 22,908 \text{ Sq.Ft.}$$

$$80' \times 72' = 5,760 \text{ Sq.Ft.}$$

$$162' \times 58' = 9,396 \text{ Sq.Ft.}$$

$$162' \times 42' = 6,804 \text{ Sq.Ft.}$$

$$162' \times 122' = 19,764 \text{ Sq.Ft.}$$

$$\text{Total First Floor Area} = 102,339 \text{ Sq.Ft.}$$

### Second Floor

$$162' \times 204' - 160' \times 80' - 44' \times 42' = 18,400 \text{ Sq.Ft.}$$

$$162' \times 58' = 9,396 \text{ Sq.Ft.}$$

$$\text{Total Second Floor Area} = 27,796 \text{ Sq.Ft.}$$

### Third Floor Area

$$40' \times 44' = 1,760 \text{ Sq.Ft.}$$

$$162' \times 58' = 9,396 \text{ Sq.Ft.}$$

$$\text{Total Third Floor Area} = 11,156 \text{ Sq.Ft.}$$

### Fourth Floor Area

$$40' \times 44' = 1,760 \text{ Sq.Ft.}$$

$$42' \times 60' = 2,520 \text{ Sq.Ft.}$$

$$\text{Total Fourth Floor Area} = 4,280 \text{ Sq.Ft.}$$

Basement

162' x 58' =

9,396 Sq.Ft.

Basement Garage

118' x 56' =

6,490 Sq.Ft.

Powerhouse

40' x 51' =

2,040 Sq.Ft.

30' x 32' =

960 Sq.Ft.

30' x 20' =

600 Sq.Ft.

Total Powerhouse Area =

3,600 Sq.Ft.

Gatehouse

10' x 12' =

120 Sq.Ft.

S U M M A R Y

First Floor Area =	102,339 Square Feet
Second Floor Area =	27,796 Square Feet
Third Floor Area =	11,156 Square Feet
Fourth Floor Area =	4,280 Square Feet
Basement =	9,396 Square Feet
Basement Garage =	6,490 Square Feet
Powerhouse =	<u>3,600 Square Feet</u>
Total Area =	165,057 Square Feet

## This is a detailed black and white map of the New Jersey and New York City area. The map shows a dense network of roads, highways, and rail lines. Major cities and towns are labeled in large, bold letters, including Trenton, Newark, Jersey City, and New York City. The map also shows the Hudson River, the New York Harbor, and the surrounding coastline. Numerous smaller towns and villages are labeled in smaller text. The map is oriented with North at the top. The overall style is that of a traditional road map, with clear lines and legible text.

TIERRA-B-008867

IMPROVED INDUSTRIAL

SALE NUMBER - 1

USE AT TIME OF SALE - Industrial

LIKELY USE - Industrial

ADDRESS - 600 Milik Street, Borough of Carteret, Middlesex  
County, New Jersey

GRANTOR - Whitehead Metals, Inc.

GRANTEE - United States Filter Corporation

DATE OF SALE - January 24, 1974

DEED BOOK - 2839

PAGE NUMBER - 934

SALE PRICE - \$1,450,000

LAND - The property has a total land area of 8.7 acres ±. The property is rectangular in shape, generally at grade, with level terrain.

IMPROVEMENTS - The property is improved with a one story masonry structure, having a total floor area of 96,000 square feet. The building is divided into office area and manufacturing areas. The entire building is heated and the office area is air conditioned. Also, the entire building is sprinkled. The property is served by all public utilities. There is no rail service available to this property.

ZONING - Industrial

IMPROVED INDUSTRIAL

SALE NUMBER - 2

USE AT TIME OF SALE - Industrial

LIKELY USE - Industrial Use

ADDRESS - The property is located on the south side of Woodbridge Avenue, east of Main Street, Edison Township, Middlesex County, New Jersey

GRANTOR - Mead Corporation

GRANTEE - 69th Street Realty Corporation

DATE OF SALE - August 28, 1972

DEED BOOK - 2783

PAGE NUMBER - 37

SALE PRICE - \$2,150,000

LAND - The property has a total land area of 17.408 acres ±. The property is rectangular in shape, being generally level and at grade.

IMPROVEMENTS - The property is improved with a one story masonry structure divided into office area and manufacturing area. The office area is approximately 5% of the total floor area of 188,000 square feet or 9,400 square feet of office area. The entire building is heated and the office area is air conditioned. The entire building is sprinkled and the ceiling height in the manufacturing area is 23 feet and the column spacing is 40 feet. Rail service is available to the property. The building, which was built in 1966, is in good condition.

ZONING - Industrial

IMPROVED INDUSTRIAL

SALE NUMBER - 3

USE AT TIME OF SALE - Improved Industrial

LIKELY USE - Industrial Use

ADDRESS - The property is located at the intersection of Route 287 and the New Jersey Turnpike and Heman Street in Edison Township, Middlesex County, New Jersey

GRANTOR - Alcoa Castings Company

GRANTEE - W. R. Grace Properties, Inc.

DATE OF SALE - November 17, 1972

DEED BOOK - 2792

PAGE NUMBER - 165

SALE PRICE - \$2,500,000

LAND - The property has a total land area of 61.699 acres ±. The property is irregular in shape with generally level topography.

IMPROVEMENTS - The property is improved with a combination one and two story block building. The building is divided into a manufacturing area and office area. The total area of the building is 263,000 square feet with approximately 9% of the area, or 23,670 square feet, being office area. The entire building is heated and the office area is air conditioned. The entire building is sprinkled and rail is available to the property. The ceiling height is 20 feet and the column spacing is 40 feet. The building, which was built in 1960, is in good condition.

ZONING - Industrial

IMPROVED INDUSTRIAL

SALE NUMBER - 4

USE AT TIME OF SALE - Industrial

LIKELY USE - Industrial Use

ADDRESS - The property is located on the north side of Route 523 approximately one-quarter mile east of the intersection of Route 523 and Route 31 in Raritan Township, Hunterdon County, New Jersey. Tax Map Block 16, Lot 41.

GRANTOR - Standard Pressed Steel

GRANTEE - James J. Crowe

DATE OF SALE - July 13, 1971

DEED BOOK - 747

PAGE NUMBER - 244

SALE PRICE - \$2,550,000

LAND - The property has a total land area of 44.61 acres ±. The property is slightly irregular in shape, generally at grade, with level topography.

IMPROVEMENTS - The property is improved with a one story building of combination steel frame and steel panel siding and block. The building has a total area of 280,359 square feet. The entire building is heated and sprinkled. The property is served by rail service and has public sewers and well water.

ZONING - Industrial

IMPROVED INDUSTRIAL

SALE NUMBER - 5

USE AT TIME OF SALE - Industrial

LIKELY USE - Industrial Use

ADDRESS - The property is located on the west side of Slater Drive, at the intersection of Route Interstate 80 and the Passaic River in East Paterson Township, Bergen County, New Jersey. Tax Map Block 151, Lot 1A.

GRANTOR - Curtis - Wright Corporation

GRANTEE - Asia Corporation

DATE OF SALE - January 5, 1972

DEED BOOK - 5603

PAGE NUMBER - 51

SALE PRICE - \$3,995,500

LAND - The property has a total land area of 41 acres ±. The property is generally level with level topography. The property is bounded on the north by Interstate Route 80 and the west, by the Passaic River.

IMPROVEMENTS - The building, having a total floor area of 500,000 square feet, is divided into three sections, two sections being of masonry construction with brick exterior being the office areas on each side of the one story section which is steel with metal and glass siding. The office area of the building is approximately 25% of the total area or 125,000 square feet. The office areas have elevators, are air conditioned, and are heated. The one story section has an exterior wall height of 24 feet, the interior ceiling height is 19 feet, and the column spacing is 38 feet. The one story section is heated. The building, which was constructed in 1942, is in fair condition. Presently the building is rented to multiple tenants.

ZONING - Industrial

IMPROVED INDUSTRIAL

SALE NUMBER - 6

USE AT TIME OF SALE - Industrial and Research

LIKELY USE - Industrial

ADDRESS - The property is located on the east side of Finderne Avenue, between the Raritan River and the right of way of the Central Railroad of New Jersey in Bridgewater Township, Somerset County, New Jersey. Tax Map Block 6101, Lot 1.

GRANTOR - Johns - Manville Products Corporation

GRANTEE - National Starch and Chemical Corporation

DATE OF SALE - October 15, 1973

DEED BOOK - 1289

PAGE NUMBER - 58

SALE PRICE - \$3,500,000

LAND - The property has a total land area of 82.87 acres ±. The property is slightly irregular in shape, generally at grade with Finderne Avenue, with slightly rolling topography. The property has approximately 1,600 feet of frontage on Finderne Avenue.

IMPROVEMENTS - The property is improved with numerous buildings. Building #1 is the research and office building. This is a four story structure with basement, having a total area of 77,168 square feet. The building is steel frame with exterior walls of brick over concrete block backup. The roof is flat. The interior has asphalt tile flooring and the ceiling is suspended acoustical tile. The building has forced air heating and air conditioning. The basement has asphalt tile flooring over concrete.

Building #2 has a total floor area of 79,488 square feet. The exterior walls are concrete with four inch brick exterior covering with a four inch brick backup. The interior floors are concrete. The roof is a combination flat roof with composition covering and a monitor section with composition roofing. The heating system for this structure is steam unit heaters. The entire building is sprinkled and approximately 65,845 square feet is air conditioned.

Building #3 has a total floor area of 79,488 square feet. The exterior walls are concrete with four inch brick exterior covering with a four inch brick backup. The interior floors

IMPROVED INDUSTRIAL

SALE NUMBER - 6 (Continued)

are concrete. The roofing is a combination of flat roof with composition covering and a monitor section with composition roofing. The heating system for the structure is steam unit heaters. The entire building is sprinkled and approximately 65,845 square feet is air conditioned.

Building #4, mechanical building, is a one story brick transite building. The exterior walls are concrete with four inch brick exterior covering with a four inch brick backup with corrugated asbestos and steel sash front walls. The floor is concrete and the roof is flat monitor type with composition roofing. The building is heated with steam unit heaters.

Building #5, the engineering building, is a one story brick and transite building. The building has a total area of 26,400 square feet. The exterior walls are concrete with a combination brick facing and board brick backup and corrugated asbestos covering. The building has a small basement area with concrete flooring. The first floor has asphalt tile flooring over concrete. The roof is flat with composition roofing. The building is heated with a forced hot air system and the entire building is air conditioned.

There are four buildings in the yard area of the plant. Yard Building #1 is a warehouse having a total area of 16,000 square feet. The building has a combination of concrete, concrete block, and corrugated asbestos exterior walls. The framing is steel. The interior flooring is concrete. The roofing is corrugated asbestos. The building is heated and sprinkled.

Yard Building #2 is a garage building having an area of 3,000 square feet. The building has a concrete foundation and floor. Two sides and one end are corrugated asbestos siding 15 feet high and corrugated opaque and steel sash windows. The entire building is heated and sprinkled.

Yard Building #3 is a quonset type building having an area of 1,776 square feet. Yard Building #4 is a one story brick filter plant having an area of 2,788 square feet. The building is concrete block with four inch brick facing. The building is heated and has a 190,000 gallon concrete reservoir and a 1,000 gallons per minute centrifugal pump.

IMPROVED INDUSTRIAL

SALE NUMBER - 6 (Continued)

Also on the property is a 75,000 gallon elevated water tank.

Other buildings on the property consist of the data processing center. This is a two story brick with color lift panels having a floor area of 40,578 square feet. The walls are eight inch concrete block with four inch brick facing. The interior flooring is vinyl asbestos tile and the roof is metal. The entire building is heated and air conditioned.

The entire complex has a total floor area of 367,688 square feet of floor area. The complex is serviced by rail. The buildings on the property are in good condition, built over the last 30 years.

CONZONING - M-2, Industrial



C. L. ORBAKER and ASSOCIATES, INC.

AFFILIATE OF JACKSON-CROSS CO.

Real Estate Appraisal • Sales • Consultation

401 U. S. Highway 206 South, Somerville, New Jersey 08876

Phone: (201) 359-8245

## QUALIFICATIONS

of

Lynford L. Collins, Somerville, New Jersey

The following outlines the real estate experience of Lynford L. Collins. He is employed by C. L. Orbaker and Associates, Inc., of Somerville, New Jersey.

### Education:

Graduated from Cornell University with a B. S. degree.

Completed and passed the American Institute of Real Estate Appraisers Course I, Philadelphia, Pennsylvania, in 1966.

Completed and passed the American Institute of Real Estate Appraisers Course II, Chicago, Illinois, in 1966.

Passed the American Institute of Real Estate Appraisers Course VIII examination, Philadelphia, Pennsylvania, in 1969.

Completed and passed the American Institute of Real Estate Appraisers Course IV, Condemnation, Storrs, Connecticut, in 1970.

Completed and passed six courses in real estate - Law, Finance, Appraising, Sales, Right of Way, and Theory - given by the Pennsylvania Real Estate Commission at Pennsylvania State University, 1967 - 1968.

Completed and passed the American Institute of Real Estate Appraisers Course VI - Investment Analysis - in 1973.

Completed and passed the American Institute of Real Estate Appraisers Course VII - Industrial Real Estate - 1974.

Narrative Report Seminar on Income Property, Society of Real Estate Appraisers.

### Titles:

Realtor

Certified New Jersey Tax Assessor

### Membership:

Licensed Real Estate Broker in the States of New Jersey, Pennsylvania, and New York.

DOYLESTOWN, PA. • SOMERVILLE, N. J.

-50-

841280111

Qualifications: Lynford L. Collins

-2-

Membership: (Continued)

American Right of Way Association, Garden State Chapter #15.

Northeast Society of Farm Managers and Rural Appraisers.

National Association of Real Estate Boards.

Appraisal Responsibility:

Area Manager for C. L. Orbaker and Associates, Inc., with responsibility for supervision of several appraisers and review of their work.

Listed and sold properties in New Jersey and Pennsylvania.

Types of Properties Appraised:

Appraisals have been made on many types of properties, including single and multi-family dwellings, stores, apartments, theaters, offices, banks, gasoline service stations, hotels, manufacturing plants, cold storages, milk processing plants, feed mills, farms, sawmills, wholesale lumber yards, timber land, sand and gravel quarries, sanitary landfill, recreational camps, golf courses, cemeteries, public utility installations including railroad, cross-country telephone cables, gas and petroleum lines, telephone company installations, and all types of vacant land.

Purpose of Appraisals:

Properties are appraised to find the market value for buyers, sellers, mortgage and loan purposes, and for leasing purposes. Properties have been appraised for revaluation, condemnation for highways, reservoirs, parks, sewage and drainage easements, and riparian rights.

Appraisal Clients:

Appraisals have been made for the following clients:

New Jersey Department of Transportation  
Village of Hancock, Delaware County, New York  
Borough of Stockton, Hunterdon County, New Jersey  
New Jersey Turnpike Authority

Qualifications: Lynford L. Collins

-3-

Appraisal Clients: (Continued)

Borough of Clayton, Gloucester County, New Jersey  
Township of Raritan, Hunterdon County, New Jersey  
Township of West Amwell, Hunterdon County, New Jersey  
Township of Franklin, Hunterdon County, New Jersey  
Mulhoday Farms, Rosemont, New Jersey  
Federal Intermediate Credit Bank of Baltimore,  
Baltimore, Maryland  
Borough of Milford, Hunterdon County, New Jersey  
Borough of Millstone, Somerset County, New Jersey  
Borough of Flemington, Hunterdon County, New Jersey  
Flemington Cut Glass, Inc., Flemington, New Jersey  
Agway, Incorporated, Syracuse, New York  
Connecticut Department of Transportation  
Honeywell, Incorporated  
Mobil Oil Corporation  
Bell Telephone Laboratories, Murray Hill, New Jersey  
Chubb and Son, New York City, New York  
U. S. Plywood - Champion Papers, Inc.  
The Clorox Company, Oakland, California  
FMC Corporation  
Law Offices of Herr and Fisher, Flemington, New Jersey  
Law Offices of Wharton, Stewart, and Davis, Bernardsville  
and Somerville, New Jersey  
American Telephone and Telegraph Company, Long Lines  
Department, Dover, New Jersey

Assistance has been furnished in preparing appraisals for the following clients:

New York State Department of Transportation  
Board of Water Supply, City of New York  
Pennsylvania Department of Transportation  
Humble Oil and Refining Company  
Doylestown National Bank and Trust Company  
Bucks County Commissioners  
B. P. Oil Corporation  
United States Army Corps of Engineers

Court Testimony:

Experience has been gained testifying in courts in the following locations:

Passaic County, New Jersey  
Camden County, New Jersey  
Somerset County, New Jersey

Qualifications: Lynford L. Collins

-4-

Court Testimony: (Continued)

Hunterdon County, New Jersey  
Monmouth County, New Jersey  
Broome County, New York  
Commissioners of Condemnation, Monmouth County,  
New Jersey  
New Jersey Superior Court, Monmouth County, New Jersey  
Burlington County, Mount Holly, New Jersey  
Connecticut Superior Court, Bridgeport, Connecticut  
Mercer County, Trenton, New Jersey

Qualifying Examinations:

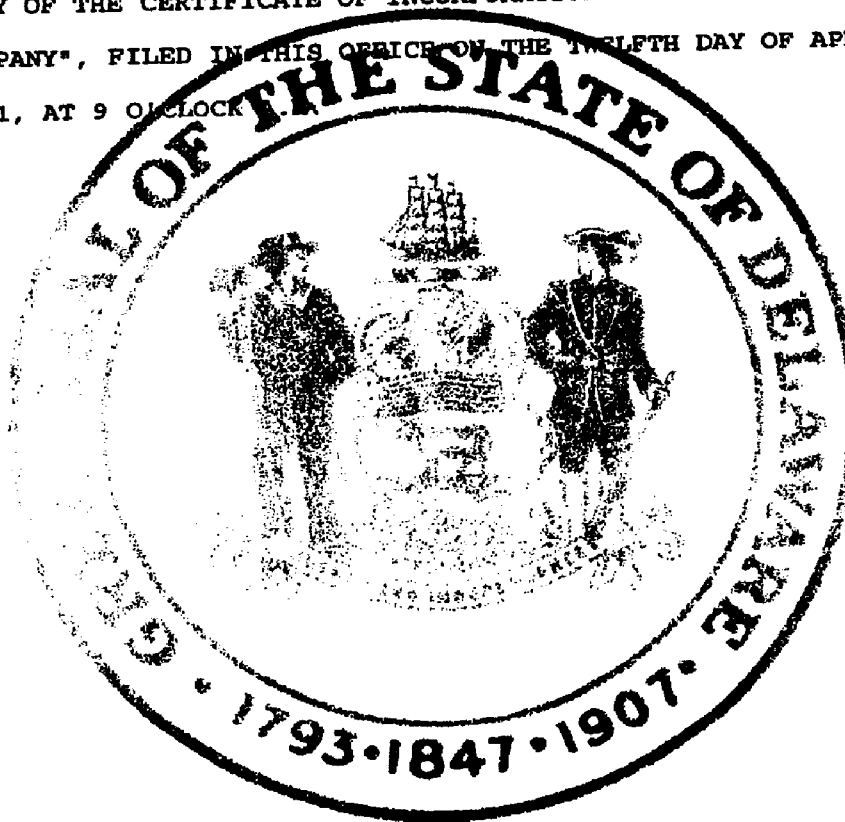
Have taken and passed the New York State Department of Transportation's qualifying examination, thereby qualifying to appraise and testify in New York State.

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "THE ANDREW JERGENS COMPANY", FILED IN THIS OFFICE ON THE TWELFTH DAY OF APRIL, A.D. 1971, AT 9 O'CLOCK



*Edward J. Freel*  
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

9076797

05-12-98

0771404 8100

981182183

841280115

**CERTIFICATE OF INCORPORATION**

**-of-**

**THE ANDREW JERGENS COMPANY**

**FIRST:** The name of the Corporation is The Andrew Jergens Company.

**SECOND:** The address of the Corporation's registered office in the State of Delaware is 306 South State Street, in the City of Dover, County of Kent. The name of its registered agent at such address is United States Corporation Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is 1,000, and the par value of each of such shares is One Dollar (\$1.00).

**FIFTH:** The name and mailing address of each incorporator are as follows:

<u>Name</u>	<u>Mailing Address</u>
Roger D. Blanc	Room 1601, 25 Broadway New York, New York 10004

**SIXTH:** The Board of Directors is authorized to make, alter or repeal the By-laws of the Corporation.

**SEVENTH:** Any one or more directors may be removed, with or without cause, by the vote or written consent of the holders of a majority of the issued and outstanding shares of stock of the Corporation.

**EIGHTH:** Meetings of stockholders shall be held at such place, within or without the State of Delaware, as may be designated by or in the manner provided in the By-laws, or, if not so designated, at the registered office of the Corporation in the State of Delaware. Elections of directors need not be by ballot unless and to the extent that the By-laws so provide.

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NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TENTH: The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights or stockholders herein are subject to this reservation.

THE UNDERSIGNED, being the incorporator above named, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, has signed this instrument on the 8th day of April 1971 and does thereon acknowledge that it is his act and deed and that the facts stated therein are true.

Rock D. Blane  
Sole Incorporator

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 8th day of April, 1971, personally came before me, a Notary Public for the State of New York, ROGER D. BLANC party to the foregoing certificate of incorporation, known to me personally to be uch, and acknowledged the said certificate to be the act and deed of the signer and that the facts stated therein are true.

[Notarial Seal]

*Esther Goldberg*  
Notary Public  
MIDSTATE COLLEGE  
Notary Public, State of New York  
No. 24-624,150 - Qualified in Kings County  
Exp. 1972 in New York County  
Commission Expires March 20, 1972

0004

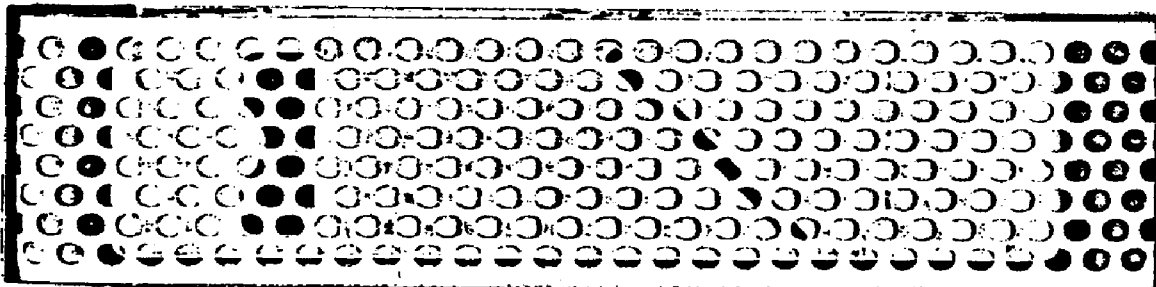
841280118

Violation and Elimination - Andrew Jergens Company, 1 Franklin Avenue, Belleville, N.J. 07109  
October 10 - December 4, 1973 (R. Kordja)

Upon reviewing applications for discharge permits to the U.S.E.P.A. made by industries, Mr. Lubetkin noticed an application for the discharge of boiler blowdown into Second River. Mr. Lubetkin directed the inspection department to get a sample which was analyzed and found to be polluting. Mr. Lubetkin wrote to the Andrew Jergens Company and to the U.S.E.P.A. on October 11, 1973, informing both that this discharge is polluting and cannot be allowed to go to Second River, and PVSC opposed the issuance of a discharge permit.

Mr. Lubetkin suggested to the Andrew Jergens Company that they could install a blowdown tank to catch this discharge and thence mix it with the sanitary or industrial waste (treated if necessary) and discharge it into the sanitary sewer.

On October 12, Mr. Fred Krukiel, Plant Engineer, replied that they were proceeding with the installation of a blowdown tank and hook up to the sanitary sewer, and a schedule showing when this will be accomplished would be forwarded upon receipt of confirmed delivery dates of equipment and contractor's availability. Work was completed December 4, 1973 thus eliminating this pollution.



841280119

# **ANNUAL REPORT**

by

Chief Engineer  
**S. A. LUBETKIN**

to the

**PASSAIC VALLEY  
SEWERAGE COMMISSIONERS**

**FOR THE YEAR**

**1973**

**841280120**

TRUCK  
SHIPPING RM

INDUSTRIAL BLDG

Legend:  
1. Truck Median  
2. Fire Dept. Pump  
3. Connection of Road  
4. Any of Road Front  
5. Road Median  
6. Wall Height  
7. Stairs (for 25  
inch fire hose)  
8. Fire Dept. Protection  
9. Fire Alarm

10. Fire Alarm  
11. Fire Alarm  
12. Fire Alarm  
13. Fire Alarm  
14. Fire Alarm  
15. Fire Alarm  
16. Fire Alarm  
17. Fire Alarm  
18. Fire Alarm  
19. Fire Alarm  
20. Fire Alarm

# THE ANDREW JERGENS COMPANY Belleville, N. J.

Data of Dec 31, 1947

Original Data from A.C. Belyea, July 22, 1940  
Additional Data from J.M. Reddy  
Rev. from Dept Files 9 11 53, HGM

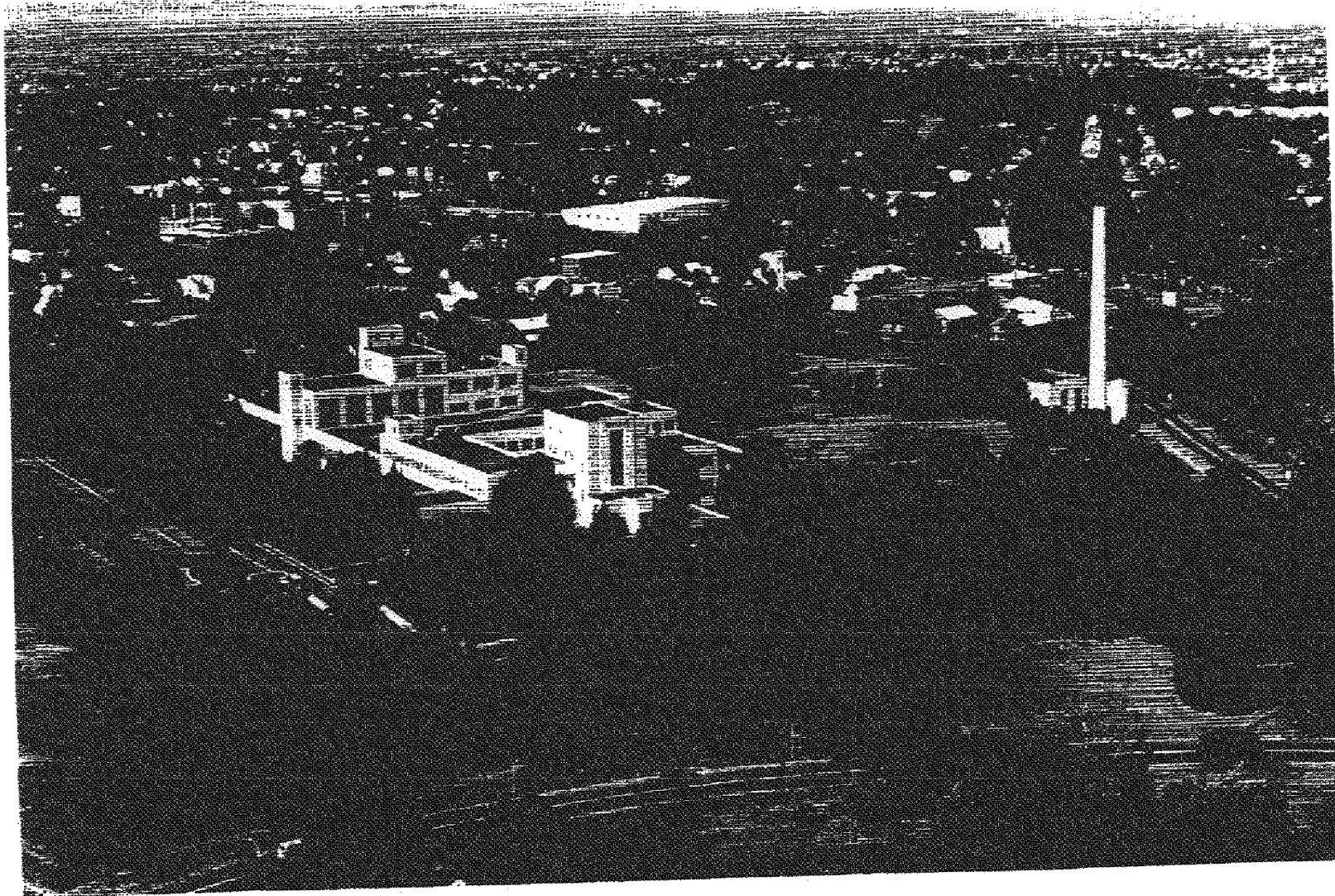
Scale 1 in. = 80 ft.  
0 80 160

Tracing No 34204  
By M.F. Barton

Legend:  
1. Truck Median  
2. Fire Dept. Pump  
3. Connection of Road  
4. Any of Road Front  
5. Road Median  
6. Wall Height  
7. Stairs (for 25  
inch fire hose)  
8. Fire Dept. Protection  
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11. Fire Alarm  
12. Fire Alarm  
13. Fire Alarm  
14. Fire Alarm  
15. Fire Alarm  
16. Fire Alarm  
17. Fire Alarm  
18. Fire Alarm  
19. Fire Alarm  
20. Fire Alarm

841280121

841280122





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

SEP 15 2008

**GENERAL NOTICE LETTER  
CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

William Gentner, President  
The Andrew Jergens Co.  
2535 Spring Grove Ave.  
Cincinnati, Ohio 45214

RE: Diamond Alkali Superfund Site  
Notice of Potential Liability for  
Response Actions in the Lower Passaic River, New Jersey

Dear Mr. Gentner:

The United States Environmental Protection Agency ("EPA") is charged with responding to the release and/or threatened release of hazardous substances, pollutants, and contaminants into the environment and with enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601 et seq. Accordingly, EPA is seeking your cooperation in an innovative approach to environmental remediation and restoration activities for the Lower Passaic River.

EPA has documented the release or threatened release of hazardous substances, pollutants and contaminants into the six-mile stretch of the river, known as the Passaic River Study Area, which is part of the Diamond Alkali Superfund Site ("Site") located in Newark, New Jersey. Based on the results of previous CERCLA remedial investigation activities and other environmental studies, including a reconnaissance study of the Passaic River conducted by the United States Army Corps of Engineers ("USACE"), EPA has further determined that contaminated sediments and other potential sources of hazardous substances exist along the entire 17-mile tidal reach of the Lower Passaic River. Thus, EPA has decided to expand the Study to include the areal extent of contamination to which hazardous substances from the six-mile stretch were transported; and those sources from which hazardous substances outside the six-mile stretch have come to be located within the expanded Study Area.

By this letter, EPA is notifying The Andrew Jergens Co. ("Andrew Jergens") of its potential liability relating to the Site pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a). Under CERCLA, potentially responsible parties ("PRPs") include current and past owners of a facility, as well as persons who arranged for the disposal or treatment of hazardous substances at the Site, or the transport of hazardous substances to the Site.

Internet Address (URL) • <http://www.epa.gov>

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 50% Postconsumer content)

**851580001**

TIERRA-B-008888

In recognition of our complementary roles, EPA has formed a partnership with USACE and the New Jersey Department of Transportation-Office of Maritime Resources ("OMR") ["the governmental partnership"] to identify and to address water quality improvement, remediation, and restoration opportunities in the 17-mile Lower Passaic River. This governmental partnership is consistent with a national Memorandum of Understanding ("MOU") executed on July 2, 2002 between EPA and USACE. This MOU calls for the two agencies to cooperate, where appropriate, on environmental remediation and restoration of degraded urban rivers and related resources. In agreeing to implement the MOU, the EPA and USACE will use their existing statutory and regulatory authorities in a coordinated manner. These authorities for EPA include CERCLA, the Clean Water Act, and the Resource Conservation and Recovery Act. The USACE's authority stems from the Water Resources Development Act ("WRDA"). WRDA allows for the use of some federal funds to pay for a portion of the USACE's approved projects related to ecosystem restoration.

For the first phase of the Lower Passaic River Project, the governmental partners are proceeding with an integrated five- to seven-year study to determine an appropriate remediation and restoration plan for the river. The study will involve investigation of environmental impacts and pollution sources, as well as evaluation of alternative actions, leading to recommendations of environmental remediation and restoration activities. This study is being conducted by EPA under the authority of CERCLA and by USACE and OMR, as local sponsor, under WRDA. EPA, USACE, and OMR are coordinating with the New Jersey Department of Environmental Protection and the Federal and State Natural Resource Trustee agencies. EPA, USACE, and OMR estimate that the study will cost approximately \$20 million, with the WRDA and CERCLA shares being about \$10 million each. EPA will be seeking its share of the costs of the study from PRPs.

Based on information that EPA evaluated during the course of its investigation of the Site, EPA believes that hazardous substances were being released from Andrew Jergens' facility located at 1 Franklin Avenue in Belleville, New Jersey, into the Lower Passaic River. Hazardous substances, pollutants and contaminants released from the facility into the river present a risk to the environment and the humans who may ingest contaminated fish and shellfish. Therefore, Andrew Jergens may be potentially liable for response costs which the government may incur relating to the study of the Lower Passaic River. In addition, responsible parties may be required to pay damages for injury to, destruction of, or loss of natural resources, including the cost of assessing such damages.

Enclosed is a list of the other PRPs who have received Notice letters. This list represents EPA's findings on the identities of PRPs to date. We are continuing efforts to locate additional PRPs who have released hazardous substances, directly or indirectly, into the Passaic River. Inclusion on, or exclusion from, the list does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances at the Site. Be advised that notice of your potential liability at the Site is being forwarded to all parties on this list.

We request that you consider becoming a "cooperating party" for the Lower Passaic River

**851580002**

Project. As a cooperating party, you, along with many other such parties, will be expected to fund EPA's share of the study costs. Upon completion of the study, it is expected that CERCLA and WRDA processes will be used to identify the required remediation and restoration programs, as well as the assignment of remediation and restoration costs. At this time, the commitments of the cooperating parties will apply only to the study. For those who choose not to cooperate, EPA may apply the CERCLA enforcement process, pursuant to Sections 106 (a) and 107(a) of CERCLA, 42 U.S.C. §9606(a) and §9607(a) and other laws.

Pursuant to CERCLA Section 113(k), EPA must establish an administrative record that contains documents that form the basis of EPA's decision on the selection of a response action for a site. The administrative record files, which contain the documents related to the response action selected for this Site are located at EPA's Region 2 office (290 Broadway, New York) on the 18<sup>th</sup> floor. You may call the Records Center at (212) 637-4308 to make an appointment to view the administrative record for the Lower Passaic River Project.

EPA will be holding a meeting with all PRPs on October 29, 2003 at 10:00 AM in Conference Room 27A at the Region 2 office. At that meeting, EPA will provide information about the actions taken to date in the Lower Passaic River, as well as plans for future activities. After the presentation, PRPs will be given the opportunity to caucus, and EPA will return to answer any questions that might be generated during the private session. Please be advised that due to increased security measures, all visitors need to be registered with the security desk in the lobby in order to gain entry to the office. In order to ensure a smooth arrival, you will need to provide EPA with a list of attendees no later than October 15, 2003.

EPA recommends that the cooperating parties select a steering committee to represent the group's interest as soon as possible, since EPA expects a funding commitment for the financing of the CERCLA share of the \$20 million study by mid-November 2003. If you wish to discuss this further, please contact Ms. Alice Yeh, Remedial Project Manager, at (212) 637-4427 or Ms. Kedari Reddy, Assistant Regional Counsel, at (212) 637-3106. Please note that all communications from attorneys should be directed to Ms. Reddy.

Sincerely yours,



George Pavlou, Director  
Emergency and Remedial Response Division

Enclosure

cc: A. Christian Worrell III, Esq  
Head & Ritchey, LLP

851580003

**PRPs in Receipt of Notice Letters:**

<b>PRP</b>	<b>Legal Counsel</b>
J. Roger Hirl President and Chairman of the Board Occidental Chemical Co. Occidental Tower 5005 LBJ Freeway Dallas, Texas 75244	Paul W. Herring, Esq. Andrews & Kurth L.L.P. 1717 Main Street, Suite 3700 Dallas, Texas 75201
Joseph Gabriel Vice President of Operations 360 North Pastoria Environmental Corp. 1100 Ridgeway Avenue Rochester, New York 14652-6280	Philip Sellinger, Esq. Sills Cummis Zuckerman One Riverfront Plaza Newark, NJ 07102
Robert Ball, President Alcan Aluminum Corporation 100 Erieview Plaza, 29th Floor Cleveland, Ohio 44114	Lawrence Salibra, Esq. Alcan Aluminum Corporation 6060 Parkland Blvd. Mayfield Hts., OH 44124
Mark Epstein, President Alden Leeds Inc. 55 Jacobus Ave. Kearny, New Jersey 07032	Eric Aronson, Esq. Whitman Breed Abbott & Morgan One Gateway Center Newark, NJ 07102
Alan Bendelius, President Alliance Chemical, Inc. Linden Avenue Ridgefield, New Jersey 07657	Fredi L. Pearlmuter, Esq. Cooper, Rose & English, LLP 480 Morris Avenue Summit, New Jersey 07901-1527
William Gentner, President The Andrew Jergens Co. 2535 Spring Grove Ave. Cincinnati, Ohio 45214	A. Christian Worrell III, Esq. Head & Ritchey, LLP 1900 Fifth Third Center 511 Walnut Street Cincinnati, OH 45202
Gary Cappeline, President Ashland Specialty Chemical Co. 5200 Blazer Parkway Dublin, Ohio 43017	Stephen Leermakers, Esq. Ashland Specialty Chemical Co. 5200 Blazer Parkway Dublin, OH 43017
Klaus Peter Loebbe, President BASF Corporation 3000 Continental Drive North Mount Olive, New Jersey 07828	Nan Bernardo, Esq. and Nancy Lake Martin, Esq. BASF Corporation 3000 Continental Drive North Mount Olive, NJ 07828

**851580004**

Joseph Akers, Vice President Bayer Corporation 100 Bayer Road Pittsburgh, Pennsylvania 15205-9741	Gerard Hickel, Esq. Bayer Corporation 100 Bayer Road Pittsburgh, PA 15205-9741
Yvan Dupay, President Benjamin Moore & Co. 51 Chestnut Ridge Road Montvale, New Jersey 07645	Arthur Schulz, Esq. Environmental Counsel 4910 Massachusetts Ave., N.W. Suite 221 Washington, DC 20016
Alberto Celleri, President Chemical Compounds Inc. 10 Baldwin Court Roseland, New Jersey 07086	Jim Giannotti Chemical Compounds Inc. 29-75 Riverside Avenue Newark, NJ 07104
President Chris-Craft Industries, Inc. 767 Fifth Avenue, 46th Floor New York, New York 10153	Brian Kelly, Esq. Chris-Craft Industries, Inc. 767 Fifth Avenue, 46th Floor New York, NY 10153
John Guffey, President Coltec Industries, Inc. 3 Coliseum Centre 2550 West Tyvola Road Charlotte, North Carolina 28217	John R. Mayo, Esq. Coltec Industries, Inc. 430 Park Avenue New York, NY 10022
Roger Marcus, President Congoleum Corporation 3705 Quakerbridge Road Mercerville, New Jersey 08619	Russell Hewit, Esq. Dughi & Hewit 340 North Avenue Cranford, NJ 07016
Martin Benante, Chairman Curtiss-Wright Corp. 4 Becker Farm Road Roseland, New Jersey 07068	James Maher, Esq. Curtiss-Wright Corp. 4 Becker Farm Road Roseland, NJ 07068
Antonio Perez, President Eastman Kodak Company 343 State Street Rochester, New York 14650	Elliot Stern, Esq. Eastman Kodak Company 343 State Street Rochester, NY 14650
Edgar Woolard, Chairman E.I. du Pont de Nemours & Co. 1007 Market Street Wilmington, Delaware 19898	Bernard J. Reilly, Esq. Corporate Counsel E.I. du Pont de Nemours & Co. 1007 Market Street Wilmington, DE 19898

851580005

David Weisman, CEO Elan Chemical Company 268 Doremus Ave. Newark, New Jersey 07105	Jeffrey Schwartz, Esq. Sarber Schlesinger Satz & Goldstein One Gateway Center Newark, NJ 07102
Al Reisch, President E M Sergeant Pulp & Chemical Co. Inc. 6 Chelsea Road Clifton, New Jersey 07102	None
Mark Tucker, Esq. Essex Chemical Corp. 2030 WMDC Midland, Michigan 48674	Kenneth Mack, Esq. Fox, Rothschild, O'Brien & Frankel Princeton Pike Corp.Center 997 Lenox Drive, Building 3 Lawrenceville, NJ 08648
Todd Walker, President Fairmount Chemical Co. Inc. 117 Blanchard St. Newark, New Jersey 07105	John Ix, Esq. Porzio Bromberg & Newman 163 Madison Ave. Morristown, NJ 07962
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